



P.O. Box WSECU  
Olympia, WA 98507  
800.562.0999  
wsecu.org

## VISA CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement. "Card" means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this "Account" means your VISA Credit Card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

### Responsibility

If we issue you a card, you agree to repay all debts and the **FINANCE CHARGE** arising from the use of the card and the card account. For example, you are responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment in which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.

### If Your Card is Lost or Stolen or if an Unauthorized Use Occurs

You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call during regular credit union business hours is (800) 562-0999 and (866) 861-5416 on weekends or after business hours. You agree to follow up your call with notice in writing to us at: Washington State Employees Credit Union, P.O. Box WSECU, Olympia, WA 98507. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user. You will be liable for any unauthorized use only if we can prove that you were grossly negligent in your use or handling of your Credit Card, or if we can prove that you used your Credit Card fraudulently.

### Using the Card

You may use the card issued to you to make purchases in person, by mail, by telephone, or by internet from merchants and others who accept VISA credit cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from ATMs (automated teller machines) that participate in the ATM VISA program. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) to obtain a cash advance from an ATM.

### Rebate on Purchases (Gold Rebate Only)

The Credit Union will credit to the Account an amount equal to one percent of purchases minus any credits in the statement cycle. The Credit Union reserves the right to suspend the rebate credit at any time upon any breach of the Agreement. No rebate credit will be made for any cash advance or balance transfer transaction. The rebate credit will not affect any minimum monthly payment requirement.

### Illegal Use and Internet Gambling

You agree that all transactions that you initiate by use of your VISA Credit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Credit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card, whether deemed legal or illegal.

### Credit Union Business Days

The Credit Union's business days are Monday - Saturday, excluding holidays. Business hours are Monday - Friday 7:00 a.m. - 7:00 p.m., Saturday 9:30 a.m. - 2:00 p.m.

### Credit Line

If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

### Monthly Payment

We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit line, the new balances of purchases and cash advances, the total new balance, the **FINANCE CHARGE** due to date, and the minimum payment required. Every month you must pay at least the minimum payment by the due date indicated on your statement. If late, we will assess, and you will pay a late payment fee as disclosed to you on your Visa Disclosures, or as amended. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the **FINANCE CHARGE** by doing so. The minimum payment will be 2.5% of your New Balance rounded to the nearest dollar, or \$25.00. If your outstanding balance is \$25.00 or less you agree to pay the balance in full, plus any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total new balance exceeds your credit line, you must immediately pay the excess upon our demand. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

### Credit Information

You authorized us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.

### Finance Charges

You can avoid **FINANCE CHARGES** on purchases by paying the full amount of the New Balance or Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to a **FINANCE CHARGE**. Cash Advances - A **FINANCE CHARGE** will be imposed on cash advances from the date each cash advance is made. There is no time period within which to pay to avoid a periodic **FINANCE CHARGE** on cash advances. In addition to the **FINANCE CHARGE** imposed by applying the periodic rate, a cash advance fee (**FINANCE CHARGE**) equal to the lesser of 2% of the cash advance amount or \$25.00 will be imposed on each cash advance. A **FINANCE CHARGE** is calculated at the **ANNUAL PERCENTAGE RATE** disclosed to you on your Visa Disclosures or as amended on the average daily principal balance of purchase and cash advances you make and debit adjustments the credit union makes during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement. "Card" means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this "Account" means your VISA Credit Card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

### Other Charges

Your account will be subject to other charges as disclosed to you on your Visa Disclosures or as amended. These charges may be changed by us from time to time without prior written notice.

### Default

You may be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay the credit union is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death, or your failure to abide by this Agreement, or if the value of the credit union's security interest materially declines. The Credit Union has the right to demand immediate payment of your full account balance if you default, subject to the credit union giving you any notice required by law. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

### Returns and Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will post to your account. If your credits and payments exceed what you owe us, we will post the credit balance to your credit card. If the credit stays on your account, a notification is sent to you after 60 days requesting a written request for a refund on transfer of funds to a share account.

### Foreign Transactions

If you use your card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus or minus any adjustments that the Issuer determines. If a credit is subsequently given in currency other than U.S. dollars and has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your subaccount. You agree to accept the converted amount in U.S. dollars.

### Plan Merchant Disputes

We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses other than tort claims arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

### Security Interest

To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of those goods which have not been paid for through our application of your payment in the manner described in section (5) Monthly Payment. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged Credit Union shares (deposits) below the unpaid balance of your account.

### Errors/Questions

In case of errors or questions about your VISA transfers or monthly statements, write us at Washington State Employees Credit Union, P.O. Box WSECU, Olympia, WA 98507, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we will either correct the error or explain why we believe the statement was correct. After we receive your letter, we will not try to collect any amount you question, or report you as delinquent. We will continue to bill you for the amount you question, including finance charges, and we will apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If you find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we will report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay; we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement was correct.

### Effect of Agreement

This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

### No Waiver

The Credit Union can delay enforcing any of its rights any number of times without losing the ability to exercise those rights in the future.

### Statements and Notices

Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notice to all.

### Final Expression

This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

### Record Keeping

You hereby agree that the credit union may keep the portion of the Agreement which bears your signature so we can comply with federal and/or state law relating to loan documents the credit union is required to keep in its file.

### Negative Information Notice

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Pledge of Share Account(s) - Note: You pledge to grant a security interest in all joint and individual accounts you have with us now and in the future to secure your credit card account, You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default.**