

Fibre Federal Credit Union

VISA Line of Credit Agreement and Disclosure

- 1. INTRODUCTION:** This VISA Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your VISA Credit Card and account issued by Fibre Federal Credit Union. In this agreement the words "you" and "your", "yours", and "cardholder" mean any joint obligor, guarantor, authorized user of this Card. The words "we", "us", "our", and "Credit Union" mean the Fibre Federal Credit Union.
- 2. RESPONSIBILITY:** If we issue you a Card, you agree to repay all debts and the Interest Charge arising from the use of the Card and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also 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 to 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.
- 3. JOINT LIABILITY:** If you are a co-borrower, as shown by your signing the application for this Agreement, you agree to be equally responsible with the other borrower. We do not have to notify you if payment on the account is not made by the other borrower on time. If this is a joint account, upon request by any party to the account or upon our receipt of inconsistent instructions, we may terminate this Account, refuse any request for any advance, or refuse any other request with respect to the account.
- 4. LOSS OR THEFT OF CARD:** You agree to notify us immediately at Fibre Federal Credit Union, P.O. Box 1234, Longview, Washington 98632, (phone: 360-423-8750) or Fiserv EFT, (phone: 1-800-472-3272) orally or in writing of loss, theft or unauthorized use of your Card. You will not be liable for any losses providing you were not grossly negligent or fraudulent in handling your Card or Account. In any event, your liability for unauthorized transactions shall not exceed \$50.
- 5. CREDIT REPORTS:** You authorize us to make or have made any credit, employment and/or investigative inquiry we deem appropriate to qualify you for a VISA Credit Card or to collect amounts owing on the account. We can furnish information concerning your account to consumer reporting agencies and others who appear to have a business need for the information. California residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
- 6. 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 the principal. You may request an increase in your Credit Line by oral or written application to us, which must be approved by our loan officer. By giving you written notice our loan officer 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 re-evaluation 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.
- 7. MINIMUM MONTHLY PAYMENT:** We will mail you a statement every month if your account has a balance. You agree that you will pay each month not less than the minimum monthly payment by the due date shown on your statement. The minimum monthly payment will be 3.0% of your outstanding balance ("New Balance") or \$10.00, whichever is greater. If your outstanding balance is \$10.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum payment. The minimum monthly payment may be allocated at the Credit Union's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum monthly payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Interest Charge will continue to accrue in accordance with this Agreement. Payments received at: Fibre Federal Credit Union, PO Box 1234, Longview WA 98632 at or before 5:00 PM Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Pacific Time, on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.
- 8. IRREGULAR PAYMENTS:** We can accept late payment or partial payments or checks and money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved.
- 9. INTEREST CHARGES:**
 - a. **Circumstances under which an Interest Charge will be imposed:** The total outstanding balance of purchases and cash advances, including unpaid finance charges and unpaid late charges on your account on the closing date of any billing cycle will be shown on your monthly statement for that month as the 'New Balance'. The Interest Charge will be imposed on your account under the following conditions:
 - (1) **Purchases:** An Interest Charge will be imposed on the portion of purchases included in the New Balance that remains unpaid one billing cycle following the closing date (average 30 days). This "grace period" allows you to avoid an Interest Charge on purchases for a billing cycle. However, if you do not pay the entire New Balance for purchases within the grace period, your Interest Charge will accrue on any unpaid purchase transactions from the first day of the billing cycle after the cycle in which they occurred, and on subsequent purchase transactions from the date of purchase.
 - (2) **Cash Advances:** Interest Charges will be imposed on cash advances from the date the cash advance is posted to your account until paid. There is no grace period in which you may avoid Interest Charges on cash advances.
 - b. **Method used to determine the balance on which the Interest Charge may be computed:** We figure the Interest Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases and cash advances for your Account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits, unpaid Interest Charge and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." Balances that are subject to the grace period are excluded from the average daily balance calculation.
 - c. **Method of Determining the Interest Charge:** Any Interest Charge shown on your monthly statement is determined as follows: We figure the total "Interest Charge" on your account by applying the Periodic Rate to the "Average Daily Balance" of your account for the billing cycle and multiplying that result by the number of days in the billing cycle.
 - d. **Annual Percentage Rate:** The Annual Percentage Rate(s) applicable to account are shown below. To obtain the periodic rate, we divide the Annual Percentage Rate by 365.
 - (1) **Visa Classic.** The Annual Percentage Rate is 10.5%. The periodic rate is .028767%.
 - (2) **VISA Platinum.** For purchases and balance transfers from other financial institutions that occur during the first six billing cycles of your Account, the Annual Percentage Rate is 1.90% and the periodic rate is .005205%. This temporary rate will be in effect through the end of the sixth billing cycle for your Account. (The temporary initial rate does not apply to cash advances.) After the initial rate expires, the Annual Percentage Rate for both new and existing balances is as follows. The annual percentage rate for purchases and balance transfers from other financial institutions is 8.90%, and the periodic rate is .024384%. The annual percentage rate for cash advances is 10.50%, and the periodic rate is .028767%.
- 10. THE CONDITIONS UNDER WHICH ANY OTHER CHARGES MAY BE IMPOSED:**
 - a. **Late Payment Fee:** If your minimum payment is not paid when due, you will be subject to a late payment charge up to \$20.00.
 - b. **Research and Copying:** If you ask us to examine your account or provide draft copies or copies of other related documents, except in resolution of a billing error, we may charge you \$20.00 for each copy and \$10.00 per hour for the research.
 - c. **Card Replacement:** A fee of \$5.00 will be charged for all credit card replacement requests, e.g. member has a name change, loses or destroys card through carelessness, etc.
 - d. **Annual Membership Fee:** There is no annual membership fee.
 - e. **Telecommunication Charges:** Any fees assessed for International authorizations obtained by telephone, fax, telex and cable.
 - f. **Preauthorization Payment Cancellation Service:** For a stop payment on a recurring preauthorized payment from your credit card account the fee is \$15.00.
 - g. **MemberGuard Protection:** You understand that you may voluntarily purchase payment protection. If you wish to obtain payment protection through us the cost and term will be as set forth on separate documents that we provide. If you choose to purchase payment protection you agree that the cost of fees for this protection may be added to the principal amount of your Account which may increase the number of monthly payments.



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11. PURCHASES AND CASH ADVANCES: You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, for services, or insurance wherever Visa Credit Cards are honored, up to the full amount of your Credit Line. You may use your account to get cash advances from us. You may also use your Credit Card to get a cash advance from participating financial institutions and to access your Line of Credit at automatic teller machines (ATMs) operated as part of the VISA ATM Network. To the extent any other cards issued by the Credit Union allow you to access your Credit Line at ATMs, such transactions are governed by this Agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Use of your Visa Line of Credit for overdraft protection will be applied to your loan as a cash advance. Overdraft protection transactions on your Visa Line of Credit will be governed by this agreement.

12. PERSONAL IDENTIFICATION NUMBER: Upon your written request we will issue a personal identification number ("PIN") for use with your Card in accessing your Line of Credit at automated teller machines. These numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your accounts. To keep your account secure, please do not write your PIN on your card or keep it in the same place as your card.

13. DEFAULT: You will be in default under this Agreement if any of the following occur: (a) any minimum monthly payment is not made when due; (b) someone tries to levy, execute upon, or attach any of your accounts with us; (c) you become insolvent, bankrupt, or die; (d) you violate any part of this Agreement or any other Agreement with us; or (e) if we reasonably deem ourselves insecure on your Credit Line. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount. You agree to pay attorney fees, whether or not there is a lawsuit, including fees on any appeal. You also will pay all collection costs. The Credit Union may start a collection action in the county in which the Credit Union is located, unless you reside in another state.

14. OWNERSHIP OF CARDS: Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice.

15. ACCELERATION: If you are in default as provided above, or if we in good faith reasonably believe that the prospect of payment or performance is impaired, amounts you owe us shall, at our option and without notice, become immediately due and payable.

16. HONORING THE CARD: Neither we nor merchants authorized to honor a Visa Credit Card will be responsible for the failure or refusal of anyone to honor the Card or any other credit instrument or device we supply to you.

17. DELAY IN ENFORCEMENT: We can delay enforcing any right under this Agreement without losing that right or any other right.

18. SEVERABILITY. If any provision of this Agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.

19. RETURNS AND ADJUSTMENTS: Merchants and others who honor the Visa Credit Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after 6 months.

20. FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, rates may vary from the rates VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

21. 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 these goods which have not been paid for through our application of your payments in the manner described in paragraph 13. Except for Real Estate Loans, collateral securing other loans with the Credit Union may also be used to secure this VISA account. In addition, you grant us a security in all your share and deposit accounts at the Credit Union. You agree that if you are in default, we may apply any funds in any of your accounts to the balance owed under this Agreement. You understand that this security interest is a condition of your VISA Credit Card Account.

22. CASH ADVANCES: Upon your direction, oral or written, Cash Advances may be made against your VISA Credit Card account and applied to any of your Credit Union accounts, or other accounts, in the same manner as if the cash advances were paid to you. You further authorize the Credit Union to automatically make Cash Advances, in increments of \$100.00, against your VISA Credit Card account to cover any overdraft activity of your sharedraft account.

23. EFFECT OF AGREEMENT: We reserve the right to amend the terms of this Agreement at anytime as permitted by and subject to any limitations and notice requirements of applicable law.

24. ADDRESS: You agree to advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service or from any authorized user. All written notices and statements from us to you will be sent to your address as it appears on our records. Written notices and inquiries from you to us must be sent to Fibre Federal Credit Union, P.O. Box 1234, Longview, Washington 98632.

NOTICE: See next page for important information regarding your rights to dispute billing errors.



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25. BILLING ERROR NOTICE:

Your Credit Card Billing Rights.

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at: Fibre Federal Credit Union, PO Box 1234, Longview, WA 98632. In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (*Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.*)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the above address. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

