

IBEW and UNITED WORKERS FEDERAL CREDIT UNION VISA PLATINUM CARDHOLDER AGREEMENT

Terms and Conditions including those required by the federal Truth-in-Lending Act.

NOTICE: See lower portion for important information regarding your rights to dispute billing errors.

1. **RESPONSIBILITY.** If we issue you a card, you agree to repay all debts, the **FINANCE CHARGE** arising from the use of the card and the card account as well as any and all other charges which may be imposed pursuant to the fee schedules herein described, which are subject to further modification. 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 party to this agreement and is also jointly responsible for all charges on the account, including yours. You may not use your card or account for any illegal or unlawful transactions. The Credit Union may decline any transaction it believes may be illegal or unlawful.
2. **LOST CARD NOTIFICATION.** If you believe the card has been lost or stolen, you will immediately call or notify the Processor at:
Certegey
P.O. Box 31279
Tampa, FL 33631-3279
1-800-325-3678
3. **CREDIT LIMIT.** We have established and will advise you of your "Credit Limit," which is the limit on the total balance which may be outstanding on your account at any one time. You agree not to attempt to obtain more credit than the amount of this Credit Limit. However, if you temporarily exceed your Credit Limit, the amount by which you exceed your Credit Limit will be treated as an "Overlimit Advance" and you agree to repay the amount of the Overlimit Advance immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Limit; however, we can increase or decrease your Credit Limit at our sole discretion, without prior notice except as required by law.
4. **PERIODIC STATEMENT.** We will bill you monthly based upon a billing cycle, whenever you have a balance. You may pay the New Balance in full at any time, but you must pay at least the Minimum Payment due by the payment due date, all as shown on the Periodic Statement. You agree that the Periodic Statement is correct and accepted by you unless we receive from you proper written notification of a billing error, within 60 days after we mail the Periodic Statement to you.
5. **FINANCE CHARGE.** You may use the card to make purchases or obtain cash advances, which you will repay under the terms of this agreement. For purchases, a **FINANCE CHARGE** will be imposed with respect to any particular billing cycle unless the New Balance on the Periodic Statement for the previous billing cycle was paid in full within 25 days of the closing date of the previous billing cycle. For cash and overdraft advances, and advances drawn by check or any other access device we make available, a **FINANCE CHARGE** will be imposed from the date each advance is charged to your account to the date paid. To obtain the **FINANCE CHARGE**, we multiply your Average Daily Balance by a Periodic Rate of .7908% per annum (corresponding **ANNUAL PERCENTAGE RATE** of 9.49%). We may change the periodic rate and the corresponding **ANNUAL PERCENTAGE RATE** from time to time, on both new and existing balances. We will notify you at least 15 days before any such change by first class mail to your address on record.
6. To get your Average Daily Balance, we will do the following:
 - a. If you pay the New Balance from your last previous monthly statement by the Payment Due Date shown on the statement, the Average Daily Balance will be the sum of the Cash, Overlimit, and Overdraft Advance balances outstanding at the end of each day in the Billing Cycle divided by the number of days in the Billing Cycle; or
 - b. If you do not pay the New Balance from your last previous monthly statement by the Payment Due Date shown on that statement, the **FINANCE CHARGE** on your account will be computed by applying the Monthly Periodic Rate to the "Average Daily Balance" of your account, including current transactions. To compute the "Average Daily Balance," we take the beginning balance of your account each day, add any new Purchases and Cash, Overlimit, and/or Overdraft Advances, and subtract any payments, credits, unpaid finance charges, and unpaid late payment charges. This gives us the daily balance. Then we add up all the daily balances for the Billing cycle and divide by the number of days in that Billing cycle. This gives us the "Average Daily Balance."
7. **OVERDRAFT ADVANCES.** You agree that the amount of any overdrafts on any other accounts you maintain with the Credit Union will be added to the current balance on this account and such amounts will be treated as Overdraft Advances.
8. **OTHER CHARGES**
 - a. **Returned Check Charge.** A \$20.00 charge will be made when a payment is submitted by you on your account and is returned to us, regardless of the reason.
 - b. **Research and Copying.** If you ask us to examine your account or to provide copies of documents, except in the resolution of a billing error, we may charge you \$3.00 for each copy and \$15.00 per hour for research.
 - c. **Overline (Overlimit) Charge.** An overline charge of \$100.00 may be assessed for each billing cycle in which you go 10% over your credit limit.
 - d. **Replacement Card Charge.** A \$10.00 charge per card may be imposed for each replacement card you request, regardless of the reason.
 - e. **Replacement PIN Charge.** A \$10.00 charge may be imposed for each replacement PIN you request, regardless of the reason.
 - f. **Returned Statement Fee.** Federal Credit Union Bylaws require that the Credit Union be informed at all times of the mailing address of its members. Your failure to comply with this bylaw as evidenced by a returned VISA-related mailing will subject your account to a \$5.00 charge per incident.
 - g. **Cash and Overdraft Advance Charges.** 3% of cash advance or \$5.00 minimum may be assessed when you make or cause to be made a Cash Overdraft Advance. The Overdraft Advance charge may be in addition to any Overlimit Advance charge imposed by reason of the overdraft Advance exceeding your Credit Limit.
 - h. **Late Payment Fee.** A fee of \$35.00 may be charged for payments received 10 days after the due date.
 - i. **VISA Convenience Check NSF Fee.** A Non-sufficient Funds (NSF) charge of \$20.00 may be assessed for each convenience check drawn on your VISA account that is returned to the Payee due to non-sufficient funds available on your VISA balance.
 - j. **Transaction Fee.** 3% of the amount of each balance transfer, but not less than \$5.00 nor more than \$50.00 may be assessed on your account.
 - k. **Involuntary VISA Closure Fee.** A fee of \$25.00 may be assessed should your account be closed by the Credit Union for any reason.
9. **SECURITY INTEREST.** To secure your account, you grant us a purchase security interest under the Uniform Commercial Code in any goods you purchase through the account. In addition, you grant a consensual security interest in all your shares and accumulated dividends, present and future, and all accounts (except individual retirement accounts) with the Credit Union as security for all obligations under this Agreement. You agree that if you default on your account, we may apply all funds that are pledged and exercise our lien on shares and deposits and apply the balance of any of your accounts to pay any amount due the Credit Union under this Agreement. The Credit Union may, solely at its option, allow you to withdraw a portion of your shares or deposits without affecting our security interest or lien. All collateral securing this loan will secure any extension, renewal or modification of this account and all your other obligations with the Credit Union. You also agree that collateral securing any other account with the Credit Union (except those secured by a dwelling or real property) may secure this account.
10. **THE MINIMUM PAYMENT REQUIRED.** Minimum Payment will be the greater of \$10.00 or 3% (rounded to the nearest dollar) of any New Balance plus the greater of any amount past due or any amount in excess of your approved Credit Line.
11. **TERMINATION.** We may terminate or suspend your credit privileges under this agreement, at any time, at our sole discretion, without demand or notice. If we are required by law to give you a reason for adverse action for credit denial, we will do so. You must notify us in writing if you decide to terminate the agreement. If you terminate the agreement or if we terminate or suspend your credit privileges, the provisions of the agreement and your liability hereunder shall otherwise remain in full force and effect until all cards or credit instruments or devices issued to you have been canceled and/or returned to us and you have paid us all sums due us.
12. **HONORING THE CARD.** Neither we nor the merchants authorized to honor the card will be responsible for the failure or refusal of anyone to honor the card or any other credit instrument or device we supply you.
13. **REFUNDS.** If a seller agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

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14. **CREDIT REPORTING.** You authorize us to make or have any credit, employment, and/or investigative inquiry we deem appropriate for the extension of credit or collection of 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 such information.
15. **IRREGULAR PAYMENTS.** We can accept late payments or partial payments, or checks and money orders marked "payment in full" without prejudice to our rights under this agreement, which are explicitly reserved.
16. **DEFAULT.** You will be in default if any of the following happen.
- You fail to make any payment when due.
 - You break any promise you have made to the Credit Union in this or in any other agreement with the Credit Union.
 - Any other creditor tries to take any property in which the Credit Union has a lien or a security interest. This includes a garnishment of your share account(s) at the Credit Union.
- If you are in default 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. You will be liable for a \$30.00 Collection Fee should the account become a Final Demand. You will then pay the Credit Union the unpaid part of the principal, any interest that is earned but unpaid, and any collection costs. The Credit Union may pay someone else to help collect your loan if you do not pay. You also will pay the Credit Union that amount. This includes the Credit Union's reasonable lawyers' fees whether or not there is a lawsuit, including fees on any appeal, subject to limits set by applicable law. You also will pay any court costs, both in trial and appellate courts.
17. **LATE PAYMENTS AND INCREASE TO APR.** If I fail to pay at least the total "Minimum Payment Due" by the "Payment Due Date", my payment will be considered late and I may be considered in default. If my payment is considered late twice within any twelve month period, I understand the ANNUAL PERCENTAGE RATE (APR) used in calculating the FINANCE CHARGE will be changed to 18%. The adjusted rate will be effective as of the first day in the billing cycle immediately following my second late payment and will remain in effect for no less than twelve full months. If during this period I maintain a positive payment history, I may apply to have the APR reevaluated at the end of that period. However, if at any time you consider my account in default, I understand you may demand full payment and return of my Card(s) and the FINANCE CHARGE will continue to be calculated at the adjusted rate until I repay my entire loan. I also agree to pay Late Charges, Overlimit Fees, collection costs, reasonable attorney fees, and court costs as applicable.
- Additional RATE Information Pertaining to Repeated Late Payments. The ANNUAL PERCENTAGE RATE WILL BE ADJUSTED TO A FIXED 18% (Daily Periodic Rate 0.049355) if payment is considered late twice in any 12 month period.
18. **DELAY IN ENFORCEMENT.** We can delay enforcing any right under this agreement without losing that right or any other right.
19. **AMENDMENT.** We can change this agreement, or any portion thereof, by mailing or delivering a written notice of change to your address of record at least 15 days before the effective date of such a change.
20. **CURRENCY CONVERSION.** If you use your card for transactions in a currency other than U.S. Dollars, they will be billed to your account on your statement converted to U.S. Dollars at the foreign exchange rate in effect at the first authorized collecting financial institution which acquires the evidence of the transaction, on the date the evidence of the transaction is processed by such authorized collecting financial institution.
21. **SEVERABILITY.** If any provision of this agreement is held to be invalid, all provisions that are severable from the invalid provision remain in effect.
22. **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 or entity to whom we authorize to act as our agent, or any person who is authorized to honor the card, immediately according to our instructions. The card may be repossessed at any time at our sole discretion without any demand or notice.
23. **LOSS OR THEFT OF CARD.** You agree to notify us immediately at IBEW & United Workers Federal Credit Union, P.O. Box 16877, Portland, OR 97292, Telephone No.: 503-253-8193 or 800-356-6507 of the loss, theft or unauthorized use of your card. You will not be liable for any losses provided you are not grossly negligent or fraudulent in handling your card. In any event, your liability for unauthorized VISA credit card transactions will not exceed \$50.00.
24. **APPLICABLE LAW.** This agreement is governed by federal laws and the laws of the state of Oregon as they each may apply.
25. **ACCEPTANCE OF VISA AGREEMENT TERMS.** When you have accepted, signed, or used your VISA card you have agreed to the terms of this agreement.

BILLING ERRORS NOTICE

BILLING ERROR RIGHTS (KEEP THIS NOTICE FOR FUTURE REFERENCE). This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically by transfer from another account, you may stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

- We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can 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 bill that are not in question.
- If we find that we made a mistake on your bill, 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 may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, 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 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES.

If you have a problem with the quality of property or services that you purchase with the 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 property or services. There are two limitations on this right:

- You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.