

# newrizons

F E D E R A L C R E D I T U N I O N

## VISA CREDIT CARD ACCOUNT AGREEMENT

This Visa Credit Card Account Agreement ("Agreement") and the Account Disclosures ("Account Disclosure") given to you when you opened your Card account ("Account") will govern your Visa Credit Card and Account issued by Newrizons Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," "yours," "applicant," and "Borrower" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Credit Union" mean Newrizons Federal Credit Union. The word "Card" means any one or more credit cards issued under this Account.

**If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.**

**1. YOU PROMISE TO PAY.** You promise to pay us all amounts, plus any Interest Charges and Fees, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use.

**2. ACCOUNT ACCESS - Purchases, Cash Advances, and Balance Transfers.** You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is 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 Card to get a cash advance from participating financial institutions and to access your line of credit at automatic teller machines ("ATMs") within the VISA network or any other ATMs that accept Visa branded cards.

**3. CREDIT LINE.** If we approve your application, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you temporarily exceed your Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Line. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

**4. 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 on or before the closing date. The minimum monthly payment will be the larger of: (a) \$25, or (b) 3.0% of your outstanding balance shown on your statement ("New Balance"). If your outstanding balance is less than \$25, 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 does 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 Charges will continue to accrue in accordance with this Agreement. Payments received at: 120 Firman Avenue, Hoquiam, WA 98550, on 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 or on a weekend will be posted to your Account as of the next business day.

## **5. LAW GOVERNING THIS AGREEMENT.**

**TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS OUR RIGHTS AND DUTIES AND YOUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE COVERED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, (EXCLUDING THE CONFLICTS LAW OF WASHINGTON AND THE UNITED STATES), REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME.** This choice of law is made because of a strong relationship between this Agreement and your account to Newrizons Federal Credit Union, because issuer is located in Washington, and to insure uniform procedures and interpretation for all of our member customers, no matter where they reside or use their accounts. If a term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable. You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date that it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.

**6. SECURITY INTEREST.** By signing your application, to secure your Account, you grant us a purchase money security interest under the Washington Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods that have not been paid for through application of your payments in the manner described in Section 4. In

addition, you grant us a security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts and Keogh Accounts) with the Credit Union to secure your Account and agree, upon default, the Credit Union may apply all that is secured to pay any amounts due under this Agreement, without further notice to you. **You further agree that collateral securing other loans with the Credit Union (except loans secured by real property) also secures this Account.**

**7. PERIODIC STATEMENTS.** Each month, if you have an outstanding balance, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing period, your Previous Balance, your "Total New Balance," any Interest Charge, and any other charges. Your statement also will identify the remaining Credit Line available and the Minimum Monthly Payment you must make for that billing period and the date it is due. For statement verification purposes, you agree to retain copies of transaction slips resulting from each purchase, each advance, and other transaction on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

**8. CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases, balance transfers, and cash advances in the Account on the closing date of a billing period, including any Interest Charge, will be shown on the Periodic Statement for that billing period as the "New Balance."

**a. Cash Advances.** We begin charging an Interest Charge on cash advances from the date of each transaction, or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within 25 from the closing date of that statement, no Interest Charges will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances or balance transfers.

**b. Balance Transfers.** We begin charging an Interest Charge on balance transfers from the date of each transaction. There is no time period within which to pay to avoid a periodic Interest Charge on balance transfers.

**c. Purchases.** Your due date is 25 days after the close of each billing period. An Interest Charge will be imposed on the portion of purchases included in the New Balance that is not paid by the due date. This "grace period" allows you to avoid an Interest Charge on purchases for a billing period. However, if you do not pay the New Balance for purchases within the grace period, your Interest Charge will accrue on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on the unpaid portion of the new Credit Purchases from the date of posting to your account during the current balance cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from closing.

**9. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE.** The Credit Union figures the Interest Charge on your Account by multiplying the "Average Daily Balance" of purchases, balance transfers, and cash advances for your Account (including current transactions) by the Monthly Periodic Rate. 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 late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance." To get the "Monthly Periodic Rate," we divide the Annual Percentage Rate in effect for the billing period by 12.

**10. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.**

**a. Standard Variable Rates.** For variable rate accounts, the periodic rate and corresponding Annual Percentage Rate for your Account will vary based on an index, which is the weekly average yield on U.S. Treasury Securities, adjusted to a constant maturity of one year as published by the Federal Reserve in statistical release H.15. We add a margin to the index. The total of the index plus the margin is the Annual Percentage Rate. The amount of the margin may be based on your credit profile. The margin for your Account, and the current periodic rate and corresponding Annual Percentage Rate(s) used to compute the Interest Charge are disclosed to you in the Account Disclosure provided with this Agreement when you open your Account. The periodic rate and Annual Percentage Rate may change annually, on the first day of the billing cycle that begins in August, based on the index rate published on the last day of the first week in July. The Annual Percentage Rate will not exceed 18.00%.

**b. Standard Fixed Rate.** For fixed rate accounts, the Periodic Rate and corresponding Annual Percentage Rate used to compute the Interest Charge is fixed and will be set forth in the Account Disclosure that accompanies, and is a part of, this Agreement. The Annual Percentage Rate is divided by 12 to obtain the Monthly Periodic Rate.

**c. Introductory or Promotional Rates.** At our discretion, we may offer you an introductory or promotional Annual Percentage Rate for your Account. Any introductory or promotional Annual Percentage Rate will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional Annual Percentage Rate is in effect in the Account Disclosure or in other materials that we send to you about the offer after you receive your Credit Card.

**11. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.** You agree to pay the following fees and charges on your Account. All fees and charges will be added to your purchase balance and will accrue interest charges at the same rate that applies to your purchase balance.

**a. Late Fee.** If your payment is not received by the due date, you will pay a late fee per the current published fee schedule.

**b. Returned Item Fee.** If any check or draft we receive from you as payment for any amount you owe to us is returned to us unpaid, you agree to pay a returned item fee per the current fee schedule.



**16. SEVERABILITY.** If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

**17. LOSS OR THEFT OF CARD.** You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use which occurs after you notify: Newrizons Federal Credit Union, 120 Firman Avenue, Hoquiam, WA 98550, Telephone (360) 533-4760, orally or in writing of loss, theft, or possible unauthorized use. In any case, your liability shall not exceed \$50.

**18. CREDIT INFORMATION/FINANCIAL STATEMENTS.** You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

**19. AMENDMENTS.** We reserve the right to change any terms or conditions of this Agreement at any time, to the extent permitted by applicable law. We will notify you of the changes to this Agreement as required by law.

**20. BILLING ERRORS 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.

If you think there is an error on your statement, write to us at: Newrizons Federal Credit Union, 120 Firman Avenue, Hoquiam, WA 98550. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- 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.

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:

- You will not have to pay the amount in question or any interest or other fees related to that amount.
- 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.

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. (Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.)
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.

**21. ACKNOWLEDGMENT.** You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement, the Account Disclosure, and the Fair Credit Billing Notice. This Agreement is a final expression of the agreement between you and the Credit Union.

By signing below, I/We agree to the terms of this Agreement

Borrower's signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:**

The following disclosures are provided and apply to a borrower who is a Covered Member or a dependent of a Covered Member as described below:

1. **Borrower Certification of Active Duty.** By requesting a Credit Card you certify to the Credit Union that you are a Covered Member as a member of the Armed Forces who is currently serving on active duty (under a call or order not less than 30 days), Active Guard and Reserve duty, or you are dependent of the Covered Member. You authorize the Credit Union to verify your status as a Covered Member or dependent by obtaining information from the database of the Department of Defense or from a consumer report obtained from a consumer reporting agency.
2. **Military Annual Percentage Rate.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for a credit card account); and any participation fee charged (other than certain participation fees for a credit card account).
3. **Payment Obligation.** Your payment obligation under your Credit Card Account is set forth in Sec. 1 and 4 above in the Visa Credit Card Account Agreement.
4. **Security Interest.** The Credit Union's security interest in all your Credit Union shares or deposits pursuant to the Visa Cardholder Agreement will not apply your Credit Card Account. A security interest in shares or deposits granted in connection with any other credit card account, loan or line of credit does not secure the Credit Card Account under this Agreement, in spite of any provision that collateral securing one loan secures all of your other Credit Union obligations. However, if you establish a deposit or share account specifically in connection with your Credit Card Account, funds deposited in that account after you establish the Credit Card Account are subject to our security interest as set forth above in the Visa Cardholder Agreement.
5. **Credit Union Toll-Free Telephone Number:** 877.798.6880. Call this number for verbal information about the Military Annual Percentage Rate and your payment obligation.

