

**USAgencies CREDIT UNION  
VISA GOLD AND SECURED VISA GOLD  
AGREEMENT AND DISCLOSURE –  
CONVENIENCE CHECKS  
TERMS AND CONDITIONS**

In this agreement the words “you,” “your,” “yours,” “applicant,” and “Borrowers” 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. “Account” means your VISA Gold or Secured VISA Gold Credit Card Line of Credit account with us. The words “we,” “us,” and “our,” and “Credit Union” mean USAgencies Credit Union, 95 SW Taylor Street, Portland, Oregon 97204. The word “Card” means any one or more credit cards issued under this Account.

**You do not have to sign this agreement, but once you or any person, permitted or allowed by you, has received this Card, any other Card issued for this Account, or Card privilege, and retained it, signed it, used it, or used the PIN, you and they will have accepted this agreement, and you and they, jointly and severally, will be bound by the terms and conditions of it, just as if you and they had signed it.** You agree that any plural term used in this agreement shall be deemed singular, if context and construction so require. You agree that any singular term used in this agreement shall be deemed plural, if context and construction so require.

**1. PROMISE TO PAY:** If we issue you a Card, you agree to pay us in United States dollars, by cash, direct payment, automatic transfer, payroll deduction, or by check or money order all amounts and the **FINANCE CHARGES** arising from the use of the Cards and the Account. For example, you are responsible for charges made on the Card or the Account 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 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(s) is jointly and severally responsible with you for charges he or she makes, unless such other person does not have actual, implied or apparent authority for such use and you received no benefit for the use. If any person signs the Card, he or she becomes a party to this Agreement and is also jointly and severally responsible for all charges on the Account, including yours.

**2. LOSS OR THEFT OF CARD:** You agree to notify us immediately upon discovering that your Credit Card has been lost, stolen or was used without your authorization by calling VISA toll free at **1-800-449-7728**. If you notify us of your lost or stolen Card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card. In any event, your liability for unauthorized VISA credit Card transactions shall not exceed \$50.

**3. CREDIT LINE:** The approval of your application 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 by contacting us; this request must be approved by a loan officer(s). By giving you written notice we may increase or 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 the 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.

**4. CREDIT REPORTS:** You authorize us to make or have made 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 that information.

**5. PERIODIC STATEMENTS:** If, at the end of any monthly periodic interval which we may determine, (the "Billing Cycle,") you have an outstanding debit or credit balance in your Account, we will send you a periodic statement regarding the Account for that Billing Cycle showing new purchases, cash advances, payments, and credits made to your Account during the Billing Cycle, your Previous Balance, your "New Balance," and any **FINANCE CHARGE** and any other charges. You may pay the New Balance in full at any time if you choose, but you must pay at least the Minimum Monthly Payment due by the Payment Due Date which will be approximately 25 days after the closing date of the Billing Cycle. You agree that the periodic statement is correct and accepted by you unless we receive from you proper written notification of a billing error, as described below.

**6. MINIMUM MONTHLY PAYMENTS.** You agree that you will pay each month not less than the Minimum Monthly Payment on or before the due date. Minimum Monthly Payments will be the greater of \$25.00 or 3% of the outstanding balance, rounded to the highest dollar, of any New Balance plus the greater of any amount past due or any amount in excess of your credit line, late charges, overlimit charges, and any balance over the limit. We can accept late payments or partial payments, or checks, drafts, and money orders marked "payment in full," without prejudice to our rights under this Agreement, which are hereby explicitly reserved. Payments will be applied first to late fees, overlimit charges and other applicable fees, then to previously billed or unpaid **FINANCE CHARGES**, previously billed and unpaid purchases, cash advances, and the remainder, if any, to any new purchasers or other fees or charges. Payments will be applied to promotional balances first.

Payments are to be made to **VISA, Post Office Box 60097, City of Industry, CA 91716-0097**, or at such other location as we may establish in the future. At our sole discretion we may receive payments at any USAgencies Credit Union branch location for crediting to your Account.

**7. FINANCE CHARGES:** The total outstanding balance of purchases and cash advances on the Account on the closing date of the Billing Cycle, including any **FINANCE CHARGE** will be shown on the Periodic Statement for that billing cycle as the "New Balance." You can avoid **FINANCE CHARGES** on purchases by paying the full amount of the New Balance of

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 **FINANCE CHARGES**. Cash advances are always subject to **FINANCE CHARGES** from the date they are posted to your account. The **FINANCE CHARGE** imposed on purchases and cash advances, with respect to a Billing Cycle, will be determined by multiplying the "Average Daily Balance" of purchases and cash advances for the Billing Cycle by a monthly Periodic Rate of .996%. The corresponding **ANNUAL PERCENTAGE RATE** is 11.95%. The **FINANCE CHARGE** for any billing cycle will be the sum of the **FINANCE CHARGE** for purchases and the **FINANCE CHARGE** for cash advances. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances and subtract any payments or credits, unpaid **FINANCE CHARGES** and unpaid Late Charges. We then add up all of 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.

**8. DEFAULT:** You will be in default if (a) you fail to make any Minimum Monthly Payment when due; (b) you fail to comply with any provision of this Agreement; (c) you become insolvent, bankrupt, your death; (d) you provide us with false information or signature; or (e) you default on any Account, or any other obligation that you have with us. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. The extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.

**9. USING THE CARD:** You must sign the Card to use it. Once you have signed the Card, you may use your Card for purchases of services and merchandise from participating sellers or lessors of goods, labor, insurance, and/or services that honor your Card, up to the full amount of your Credit Line. You may also use your Account and Card to get a cash advance from participating financial institutions, or Automated Teller Machines (ATMs). You may use Convenience Checks supplied by us to obtain cash advances, up to your Credit Line, however, Convenience Checks cannot be written for less than \$200.00. You agree to not use the Card or Account for any illegal or unlawful transactions. We may refuse to authorize any transactions that we believe may be illegal or unlawful. Your monthly statement will identify the merchant, electronic terminal or financial institution, at which the transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify to the monthly statement. USAgencies Credit Union may make a reasonable charge for photocopies of slips which you may request.

**10. RETURNS AND ADJUSTMENTS:** Merchants and others who honor the 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 3 months.

**11. FOREIGN TRANSACTIONS:** If a transaction is made in a foreign currency, Visa International will convert the transaction into a U.S. dollar amount, in accordance with VISA currency conversion procedures in effect at the time the transaction is processed. VISA currency conversion procedures currently provide that the currency conversion rate is either: (i) a

wholesale market rate, or (ii) a government-mandated rate in effect one day prior to the processing date. This conversion rate is increased by one percentage point (1%), which is retained by VISA (not the Credit Union) as compensation for the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. When any transaction must be converted back into a foreign currency because of a refund or other reversed transaction, the same currency conversion formula will apply. In addition, an International Transaction Fee equal to one percent (1%) of the transaction amount will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers and cash disbursements.

Daily foreign/international cash advances are limited to \$1,000.00 per day.

**12. HONORING THE CARD:** Neither we nor 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 to you. You may not use your Card for any transaction that is illegal or unlawful. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**13. SECURITY INTEREST:** When you signed the application for this VISA Credit Card, you granted us a security interest under the Oregon Uniform Commercial Code in any goods purchased through your Account. In addition, you agree that all collateral you give (or have given) the Credit Union to secure other loan obligations (except real estate or a dwelling), in the past and in the future, also secures your obligations under this Agreement. By signing the loan application or by use of the Card, you grant us a security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts) with the Credit Union, including vehicles, boats, and other collateral given in connection with other loans or lines of credit. You agree, upon default, the Credit Union may apply all or any collateral to pay any amounts due under this Agreement, without further notice to you.

**14. OTHER FEES:** The following other charges may be imposed from time to time by USAgencies Credit Union, itemized and identified by type on your billing statement in the billing cycle when debited to your account:

- a. \$15.00 single charge late payment fee will be assessed on all accounts when at least the minimum payment was not made within 10 days after the payment due date.
- b. \$15.00 for a returned check.
- c. \$10.00 for Card replacement.
- d. \$5.00 for pin replacement.
- e. \$40.00 Card order Rush fee.
- f. \$2.50 to provide documentary evidence of a transaction.

- g. \$2.00 for photocopy of a monthly-billed statement.
- h. Collection Costs: fees and costs of collecting the amount owed under this Agreement, including court costs and reasonable attorney's fees.
- i. \$10.00 per hour account research fee will be assessed unless in resolution of a billing error.
- j. \$10.00 stop payment fee for convenience checks.
- k. \$5.00 convenience check copy fee.

**15. CREDIT INSURANCE:** If you choose voluntary credit life and/or disability insurance, the premiums for such coverage will be added to your outstanding balance appearing as a cash advance/merchandise purchase subject to a **FINANCE CHARGE** on your statement. If you do not make any payment when due, we may, at our option, cancel such coverage.

**16. 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 any demand or notice.

**17. CROSS DEFAULT:** You understand and agree that any breach or default of the terms and conditions of this Agreement for the VISA Card Account shall also be deemed to be a default of any and all other loans, line of credit accounts and credit Card agreements you now have with the Credit Union or obtain in the future with the Credit Union. Further, you understand and agree that any breach or default of the terms and conditions of any other loans, line of credit accounts or credit Card agreements you now have with the Credit Union shall be deemed to be a default of the terms and conditions of the Agreement for this VISA Credit Card. This "Cross Default" Agreement shall not apply to any loan, line of credit account or credit Card agreement secured by real property, property used as a primary dwelling or where otherwise prohibited by Federal or State Law or Regulation.

**18. ADDRESS/NOTICES:** You agree to advise us promptly if you change your mailing address. Address changes are accepted in writing or by fax. 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: USAgencies Credit Union 95 SW Taylor Street, Portland, Oregon 97204. The phone number for fax requests is (503) 275-0319.

**19. 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 denied, we will do so. You must notify us in writing and return all Cards (cut in half) if you decide to terminate this agreement. 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 all Cards or credit instruments or devices issued to you have been cancelled and/or returned to us and you have paid us all sums due.

- 20. TRANSFER OF ACCOUNT:** You cannot transfer your Account to any other person.
- 21. SEVERABILITY:** If any provision of this agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.
- 22. GOVERNING LAW:** This Agreement will not take effect until it is approved by the Credit Union in the State of Oregon. This Agreement shall be governed by the laws of the State of Oregon.
- 23. PERSONAL IDENTIFICATION NUMBER:** If we issue you a Personal Identification Number (“PIN”) for use with your Card in accessing your line of credit at Automatic Teller Machines (“ATMs”), 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.
- 24. 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.
- 25. DELAY IN ENFORCEMENT:** We can delay enforcing any right under this agreement without losing that right or any other right.
- 26. AMENDMENT:** We may change this Agreement, including the rate of or method of determining the **FINANCE CHARGE** by mailing notice of the change, at least 15 days before the beginning date of the Billing Cycle in which the change is effective, to you at the address used by us for mailing periodic statements. If we change the rate of **FINANCE CHARGE** the entire balance will be subject to the new rate.
- 27. SPECIAL PROVISION FOR COLLATERAL**
- a. **CROSS-COLLATERALIZATION:** YOU UNDERSTAND AND AGREE THAT THE PERSONAL PROPERTY SECURITY FOR EACH LOAN YOU HAVE WITH THE CREDIT UNION (ANY AND ALL PROCEEDS THEREOF), IF ANY, SHALL SECURE THIS CREDIT CARD ACCOUNT AND ANY AND ALL OTHER LOANS, LINE OF CREDIT ACCOUNTS AND CREDIT CARE ACCOUNTS YOU NOW HAVE WITH THE CREDIT UNION OR OBTAIN IN THE FUTURE WITH THE CREDIT UNION: IN ADDITION, ANY PERSONAL PROPERTY (AND ANY AND ALL PROCEEDS) THEREOF AND ALL INSURANCE PROCEEDS AND INSURANCE PREMIUM REFUNDS SECURING OTHER LOANS, LINE OF CREDIT ACCOUNTS AND CREDIT CARD ACCOUNTS YOU NOW HAVE WITH THE CREDIT UNION OR OBTAIN IN THE FUTURE WITH THE CREDIT UNION WILL ALSO SECURE ALL FUNDS ADVANCED BY THE CREDIT UNION UNDER THIS CREDIT CARD ACCOUNT. THIS “CROSS-COLLATERALIZATION” AGREEMENT SHALL NOT APPLY TO ANY LOAN, LINE OF CREDIT AGREEMENT OR CREDIT CARD AGREEMENT SECURED BY REAL

PROPERTY, PROPERTY USED AS A PRIMARY DWELLING OR WHERE OTHERWISE PROHIBITED BY FEDERAL OR STATE LAW OR REGULATION.

b. SECURITY INTEREST-PLEDGE OF SHARES. YOU HEREBY PLEDGE ALL PAID SHARES (INCLUDING SHARE SAVINGS, SHARE DRAFT/CHECKING AND SHARE CERTIFICATES) AND PAYMENT ON SHARES, WHICH YOU NOW HAVE OR HEREAFTER MAY HAVE IN THIS CREDIT UNION AS SECURITY FOR LOANS, INTEREST, LATE CHARGES, COSTS, ATTORNEY'S FEES, OR EXPENSES. IN THE EVENT OF DEFAULT IN PAYMENT, YOU HEREBY AUTHORIZE THE CREDIT UNION TO APPLY SAID SHARES TO THE PAYMENT OF SAID LOANS, INTEREST, LATE CHARGES, OR EXPENSES. THE FOREGOING PLEDGE OF SHARES DOES NOT APPLY TO ANY SHARES HELD IN ANY INDIVIDUAL RETIREMENT ACCOUNT OR KEOGH ACCOUNT.

**28. ACKNOWLEDGMENT:** You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We have the right to change any terms or conditions of this Agreement at any time, subject to applicable laws. If we change the periodic rate under this Agreement, the entire balance will be subject to the new rate.

## **YOUR BILLING RIGHTS**

### **Keep This Notice for Future Use**

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 the transaction on your bill, write to us at the address listed in section 18. Write to us 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 Account bill automatically from your savings or checking account, you can stop 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 in 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 CHARGE** 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 ten days telling us that you still refuse to pay, we must tell you the name of anyone to whom we reported you. We must tell anyone we report you to that the matter has been settled between us when it finally is.

### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a 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 \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**NOTICE.** IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR VISA CREDIT CARD IMMEDIATELY BY CUTTING IN HALF AND RETURN IT TO USAgencies CREDIT UNION, 95 SW TAYLOR STREET, PORTLAND, OR 97204.

**USAgencies Credit Union**

12/06 Visa Gold CC Disc.