



*"Building Trust...Enriching Lives."*

**Effective July 1, 2010**

# VISA

## Credit Card

## Agreement



**Variable rate plan.**

Your APR (**ANNUAL PERCENTAGE RATE**) will be equal to the Prime Rate plus a margin. Members will be informed of the margin that will be applied to their loan at the time of loan approval. If there is no Introductory rate, the periodic rate used to compute the FINANCE CHARGE for purchases, cash and balance transfers is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly

**ILLEGAL USES:** GCU VISA cards may not be used for illegal purposes including online or electronic gambling.

Your **ANNUAL PERCENTAGE RATE (APR)** may not exceed **18.00%**, based on credit criteria. Ask your loan officer what your APR will be before you sign.

**CREDIT LIMIT:** 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 limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal. You may request an increase in your Credit Limit by applying with us, which must be approved by our review committee or loan officer. By giving you written notice, at least 45 days before we take this action, we 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 the agreement, or our reevaluation of your credit worthiness.

**CREDIT INFORMATION:** You authorize 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. *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.*

**CONVENIENCE CHECKS:** We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account.

By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit. Charges that apply in connection with the use of Convenience Checks are as follows: Copy of Paid Check \$5.00; Stop Payment on Check \$15.00; Non-Sufficient Funds Check (NSF) \$30.00. Fees will be assessed at the time they are incurred.

**MONTHLY PAYMENTS:** 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 scheduled monthly due date. The minimum monthly payment will be 3.0% of your outstanding balance (“New Balance”) or \$20.00, whichever is greater. If your outstanding balance is \$20.00 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, **FINANCE CHARGES** will continue to accrue in accordance with this Agreement. Payments received at: Generations Credit Union, PO Box 2526, Olympia, WA 98507 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.”

**FINANCE CHARGES:** A **FINANCE CHARGE** will be imposed on the portion of purchases included in the New Balance that remains unpaid within 25 days after the closing date. This “grace period” allows you to avoid a **FINANCE CHARGE** on purchases for a billing cycle. However, if you do not pay the New Balance for purchases within the grace period, your **FINANCE CHARGE** will accrue on any unpaid purchase transactions from the date of purchase. The **FINANCE CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases (and, if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid **FINANCE CHARGES**. We do not add in new purchases or cash advances. 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.

**DEFAULT:** You will be in default if your payments are not made when due. You will also be in default if your ability to repay us 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.

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. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**CROSS COLLATERALIZATION:** If you have other loans or credit extensions from the credit union, or take out other loans or credit extensions with the credit union in the future, collateral securing those loans or credit extensions will also secure your obligations under this agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this agreement even if the credit union has, or later acquires a security interest in the household goods.

You realize that by using this card you pledge any shares, deposits or payments on shares now or later held by you in this credit union as security for payment due under the Agreement, and we shall have a continuing lien thereof. You authorize us to apply, without further notice to you, any or all such shares, deposits or payments on shares, deposits or payments on shares towards payments due, interest and expenses in the event of your default. Any funds which are in an Individual Retirement Account (IRA) are exempt from this agreement.

If you have given us a specific pledge of the Credit Union Shares (deposits) or any other security interest for all your debts, your account will, to the extent permitted by law, also be secured by your pledged shares (deposits) and by the property described in those other security agreements except for your home.

**ILLEGAL USES:** GCU VISA cards may not be used for illegal purposes including online or electronic gambling.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the card may give credit for returns or adjustments and they will do so by sending a credit slip which will be posted 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.

**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 \$50.00 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.

**EFFECT OF AND CHANGES TO 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 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.

**USING THE CARD:** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or to another financial institution who honors VISA, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transactions by using your Personal Identification Number (PIN) in conjunction with the card, in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system or any transactions done by mail or phone. Your monthly statement will identify the merchant, electronic terminal, or financial institution at which the transaction was made, but sales, cash advance, or credit or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. Generations Credit Union (GCU) may make a reasonable charge for photocopies of slips which you may request.

**REWARDS<sup>2</sup> U:** Members who qualify for a \$5,000 or higher credit limit will earn bonus points for purchases made with their GCU Platinum VISA card. Please ask your loan officer for more information about this great benefit.

**This disclosure is presented in connection with the OPEN END PLAN that you received when you made a loan with Generations Credit Union. All of the terms and provisions of the OPEN END PLAN are incorporated in this AGREEMENT.**

**FOREIGN TRANSACTIONS: FOREIGN TRANSACTIONS AND CHARGES:** Any transaction done in a foreign country is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be .80% of the transaction amount. For transactions negotiated in non-US currency, the exchange rate between the transactions and billing currency will be a rate selected by Visa from a range of rates available in the wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect on the applicable central processing date, in each instance, plus a 1% adjustment. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico, or the U.S. Virgin Islands.

**TERMINATING YOUR ACCOUNT:** Either the Credit Union or you may terminate this agreement at any time by writing to us, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance or other charges you owe under this agreement. The cards you receive remain the property of the Credit Union and you must recover and surrender to the credit union all cards upon request or upon termination of this agreement whether by you or the Credit Union.

**OVERLIMIT:** You will not be charged a fee for going over your credit limit. Any transaction that would cause you to exceed your credit limit will be declined.

**FEES & CHARGES:** We may impose the following fees and charges on your account:

**Late Fee.** If we do not receive your minimum monthly payment within 15 days of the due date, we may impose the following a Late Fee of \$15.00.

**NSF/Returned Item Fee.** If any check we receive from you as payment on your Account is returned as insufficient or unpaid we may impose a fee of \$30.00.

**NO WAIVER:** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**STATEMENTS AND NOTICES:** Statements and notices will be mailed to you at the most recent address you have given the Credit Union for your Visa account. Notice sent to any one of you will be considered notice to all.

### **YOUR BILLING RIGHTS**

#### **Keep this notice for future use:**

This notice contains important information about your rights and 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 of paper at the address listed on your bill. 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 provide us the following information: (a) your name and account number; (b) the dollar amount of the suspected error; (c) 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.

#### **Your Rights and Our Responsibilities After We Receive**

**Your Written Notice** 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 line. 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 did not 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 anyone we report to that you have a question about your bill. 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 has been resolved.

If we don't follow these rules, we can't collect the first \$50.00 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 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: (a) 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 (b) 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.

**NOTE:** Washington and Federal Laws apply. If any part of this agreement should conflict with Washington or Federal Laws, then the agreement shall be considered changed to conform with the law.

**NCUA:** Your deposits are federally insured to \$250,000 through NCUA (National Credit Union Administration), a U.S. Government Agency.

### **Financial Counseling**

GCU members are eligible for one to one financial counseling with our partner, Balance. Go to [www.generationscreditunion.com](http://www.generationscreditunion.com) and choose "Links" for online information and self help modules or call 888-456-2227 to speak with a professional counselor.

# IDENTITY THEFT INFORMATION

## What to do if you are a Victim of Identity Theft

Call the Federal Trade Commission Identity Theft Hotline toll-free at 1-877-438-4338.

Contact the fraud department of any one of the 3 major credit bureaus.

Consumers can notify any one of the agencies shown below that they've been victimized by an identity thief, and that agency will relay the information to the other two bureaus. All three bureaus will then put a "security alert" on your credit file, remove your name from mailing lists for pre-approved offers of credit cards and insurance and mail you a copy of your credit report.

Equifax: [www.Equifax.com](http://www.Equifax.com)

To report fraud, call: 1-800-525-6285

Or write: P.O. Box 740241, Atlanta, GA 30374-0241

Experian: [www.experian.com](http://www.experian.com)

To report fraud, call: 1-800-301-7195

Or write: P.O. Box 1017, Allen, TX 75013

TransUnion: [www.transunion.com](http://www.transunion.com)

To report fraud, call: 1-800-680-7289

Or write: Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790

Contact your creditors and financial institutions to report any accounts that have been tampered with or opened fraudulently. File a report with the local police.

- ◆ Call 1-888-567-8688 to opt out of pre-screened credit offers at all three credit bureaus or online at [www.optoutprescreen.com](http://www.optoutprescreen.com) (When calling you will have the option of opting out for five years or permanently. Be advised it may take several months before you see a reduction in the amount of unsolicited credit offers.)
- ◆ To order your free annual three bureau credit report go to [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 1-877-322-8228.
- ◆ You can remove your name from direct marketing mailing lists by registering with the Direct Marketing Association. To delete your name from mail and phone lists used by direct marketers send a postcard with your name, address and telephone number along with your requests to:

Mail Preference Service, PO Box 643, Carmel, NY 10512

Telephone Preference Service. PO Box 1559, Carmel, NY 10512

### **Educate Yourself**

#### **What you can do to protect your privacy**

- ◆ Be cautious about how and when you disclose private information. Ask questions about how your information will be used and stored if you are unsure.