

#### 14. CREDIT INSURANCE:

If I choose voluntary credit life and/or credit disability insurance, the premiums for such coverage will be added to my outstanding balance appearing as a cash advance/merchandise purchase subject to a interest on my statement.

If I do not make any payment when due, you may, at your option, cancel such coverage.

#### 15. EFFECT OF AGREEMENT:

From time to time we may amend the Agreement by giving you written notice of the amendment as permitted or required by law. The notice will be sent to your last known address appearing in our records when it is sent, and will state the date in which the amendment will become effective. Any amendments which affect you adversely will not apply to amount you already owe unless you make a new purchase or cash advance after the amendment goes into effect. If this is a joint account we can notify one of you and the notice will be effective for both parties concerned. To the extent that the law permits, amendments will apply to your existing account balance as well as to future transactions.

#### 16. GOVERNING LAW; SEVERABILITY:

This Agreement shall be governed by and interpreted in accordance with the law of the state of Washington. If any provision of this Agreement is determined to be invalid under applicable law, the invalid provision shall be severed and the remaining provisions shall continue to be effective.

#### YOUR 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:  
Prevail Credit Union  
801 2nd Avenue, Suite 100  
Seattle, WA 98104-1510

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.

**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 address listed above.

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.



## Visa Classic/Platinum Agreement and Disclosure – Terms and Conditions

In this Agreement the words *you* and *your* mean each and all of those who apply for the card or who sign this Agreement. *Card* means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. *Account* means your VISA Credit Card Line of Credit account with us. *We, us* and *ours* means this Credit Union.

#### 1. RESPONSIBILITY:

If we issue you a card, you agree to repay all debts and the interest 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 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 and severally 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 and severally responsible for all charges on the account, including yours.

#### 2. LOSS OR THEFT OF CREDIT CARD:

You agree to call us immediately upon discovering that your Credit Card has been lost or stolen. You will call VISA toll free at 1-800-449-7728. 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. Your total purchases and cash advances in one day may not exceed \$10,000 or the amount of credit available under your credit limit, whichever is less. 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 only by written application to us, which 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 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, to the extent authorized in our By-Laws.

**5. MONTHLY PAYMENT:**

We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment on or before the due date shown on your statement. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the interest by doing so. The Minimum Payment will be either (a) 2% of your Total New Balance, or \$15.00, whichever is greater; or (b) your Total New Balance if it is less than \$15.00 plus (c) any portion of the Minimum payment(s) shown on prior statements which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon demand.

Any payments that is above the minimum payment will be allocated to the balances with the highest rate. We will apply your payments to the previously billed and unpaid interest on purchases; then to previously billed and unpaid interest on cash advances; then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than the Previous Balance of Purchases will be applied first to that balance and any interest thereon so as to avoid continuing accrual of interest on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest first. (If promotional balance(s) exist, we may allocate the minimum payments to the promotional balance(s) before the non-promotional balance(s).

**6. INTEREST:**

You can avoid interest on purchases by paying the full amount of the New Balance of Purchases each month on or before the due date shown on your statement. Otherwise, the unpaid portion of the New Balance of Purchases, and subsequent purchases from the date they are posted to your account will be subject to interest. Cash advances are always subject to interest from the date they are posted to your account. Interest is calculated at the periodic rate per month on the average daily principal balances of purchase and cash advances on the account.

For VISA Classic Accounts, current ANNUAL PERCENTAGE RATES range from 9.9% (which is the minimum rate) to 17.9% (which is the maximum rate) with corresponding periodic rates of .8250% to 1.491%. For VISA Platinum Accounts, current ANNUAL PERCENTAGE RATES range from 8.9% (which is the minimum rate) to 16.9% (which is the maximum rate) with corresponding periodic rates of .7416% to 1.408%. Your initial ANNUAL PERCENTAGE RATE will be specified in a document that is part of this Agreement and is provided when your Account is opened.

We calculate the interest for your account by applying the monthly periodic rate to the average daily balance of your Account for the statement period. To get the average daily balance, we determine the principal balances of purchases and cash advances each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and

cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period, to produce the average daily balance, which is multiplied by the periodic rate.

**7. DEFAULT:**

You will be in default if you fail to make any Minimum Payment on or before its due date. 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's fees.

**8. 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 which honors VISA, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with an Automated Teller Machine (ATM) which provides access to the VISA system.

Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

You may not use the Card or Account for any illegal or unlawful transactions, and you may not use your card to initiate any type of gambling 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 the monthly statement. Prevail Credit Union may make a reasonable charge for photocopies of slips which you may request.

**9. 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.

**10. FOREIGN TRANSACTIONS:**

Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion into dollars will be made in accordance with the operating rules for foreign transactions established by Visa USA, Inc. and may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be

different than the rate in effect at the time of the transaction. We do not determine the currency conversion rate that is used nor do we receive any portion of the currency conversion rate. You agree to pay the converted amount.

For Visa USA, Inc., the exchange rate to dollars will be the rate that is in effect for the applicable central processing date and is selected by Visa USA, Inc. either from the ranges of rates available in wholesale currency markets; or the government mandated rate. In addition, Visa USA, Inc imposes a Foreign Transaction Percentage Fee of 1% of the transaction amount in US dollars (0.8% for transactions in US dollars) and Prevail CU will apply this fee, to your account as an independent Transaction on your billing statement. Daily foreign/international cash advances are limited to \$1,000.00 per day.

**11. 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 was 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 merchant.

**12. RIGHT OF SET-OFF:**

You have granted to Prevail Credit Union a right of set-off of any and every account deposit, and certificate you now have or from time to time may hereafter have in Prevail Credit Union on and against all moneys from time to time owed by you pursuant to the terms of your VISA Agreement with Prevail Credit Union, and each such account deposit and certificate is hereby assigned to Prevail Credit Union to secure payment of your obligations under your VISA Agreement.

**13. FEES:**

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

- Design your own card image \$8.95 per cardholder image
- \$15.00 each month for an over-the-limit balance on any statement date, if we have offered this service and you have elected to receive it.
- \$7.00 for card replacement
- \$40.00 card order rush fee
- \$25.00 for a returned check
- \$15.00 stop payment fee for re-occurring charges
- \$8.00 to provide documentary evidence of a transaction
- Late fees to consist of 5% of the payment amount due or a minimum of \$15.00 of payment not received on or before due date
- \$2.00 for photocopy of a monthly-billed statement
- Cash advance fee is 3% of cash advance amount or a maximum of \$20.00
- \$1.00 for PIN reissue or replacement. Additional fees may apply.
- COLLECTION COSTS: fees and costs of collecting the amount owed under this Agreement, including court costs and reasonable attorney fees.

CONVENIENCE CHECKS: will be posted as cash advances. Returned checks and stop payment fees will also be posted against your Visa account.

- Cash Advance Fee – 3% of Advance / \$20.00 maximum
- Returned Check Fee – \$25.00
- Stop Payment Fee – \$15.00