

VISA®
**CARD
AGREEMENT
& DISCLOSURES**



Alma Branch
211 West Center St.
Alma MI 48801
989-463-8321

Ithaca Branch
855 East Center St.
Ithaca MI 48847
989-875-6184



Credit Card Agreement And Disclosures

In this Agreement the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the VISA credit card and any duplicates, renewals, or substitutions the Credit Union Issues to you; “Account” means your VISA credit card line of credit account with the Credit Union, and “Credit Union” means the Credit Union whose name appears on this Agreement or to anyone whom the Credit Union transfers this Agreement.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (Purchases, cash advances, finance charges, plus “other charges”) that you can have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit, if you are over your credit limit, you must pay the amount that you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason prohibited by law.

2. Using the VISA Card. You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards. (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

3. Responsibility. You agree to pay all charges (purchases and cash advances) to your Account that is made by you or anyone whom you authorize to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you make with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

4. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under the Agreement. You will be in default if you die, file for bankruptcy, or become insolvent, or that is you are unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charge before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

5. Liability for Unauthorized Use-Lost/Stolen Card Notification. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. You can notify the Credit Union by calling (989) 463-8321 or (989) 875-6184, or writing to Gratiot Community Credit Union, 211 West Center Street, Alma, MI 48801 or 855 East Center Street, Ithaca, MI 48847.

6. Pledged Shares/Security Interest. As a condition for the credit card account, you pledge a security interest in all other credit union shares in which you have an ownership interest. You agree that the Credit Union can apply these pledged shares at the time of any default on this account without further notice.

7. Finance Charges. You have a 28-day grace (no finance charge) period on your purchase balance and for new purchases if you pay the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 28-day grace period for new purchases if you do not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, finance charge will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. Finance charge is imposed on cash advances from the date they are posted to your Account. Separate average daily balances are calculated for purchases and cash advances. The finance charge is calculated by multiplying the average daily balances by the monthly periodic rate. The monthly periodic rate for cards with an annual percentage rate of 9.9% is .0825%, cards with an annual percentage of 11.9% is .992%, cards with an annual percentage rate of 14.9% is 1.242%. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the total are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted to get the daily balance for purchases, new purchases are not added if you paid the Total New Balance for purchases on your last statement by the end of the grace period or if you did not have a purchase balance on your last statement. Fees are not included in the

calculation of the average daily balance. Finance charges will continue to accrue on your Account until what you owe under this Agreement is paid in full.

8. Risk-Based Pricing. In connection with your application for a consumer loan, the Credit Union is disclosing to you the score that the credit bureau distributed to us, and the Credit Union used in connection with your consumer loan. The credit score is a computer-generated summary calculated at the time of the request and based on information the credit bureau has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the Credit Union in determining whether you will obtain a loan. Your credit score will also be used to determine the interest rate on your loan. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change. Because the score is based on information in your credit history, it is very important that you review your credit report to make sure it is accurate. Credit records may vary from one company to another. You may obtain a copy of your credit report annually at www.annualcreditreport.com. If you have any questions about your credit score that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on the loan application. If you have any questions concerning the terms of the loan, contact the Credit Union. Your credit score was provided by and/or derived from information obtained in a report from the consumer reporting agency listed: Trans Union, PO Box 1000, Chester, PA 19022, (800) 888-4213.

9. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 28 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 28 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3% of your Total New Balance but not less than \$20.00, plus the amount of any prior minimum payments that you have not make, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

10. Payment Allocation. When you make a payment in excess of the required minimum periodic payment for a credit card account under an open-end credit plan, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

11. Other Charges. The following other charges (fees) will be added to your Account, as applicable:

- **Late Fee:** If you are 10 or more days late in making a payment, a late charge \$20.00 will be added to your account.
- **Card Replacement Fee:** You will be charged \$5.00 for each replacement card that is issued to you for any reason.
- **Document Copy Fee:** You will be charged \$5.00 for each copy of a sales draft or statement that you request.

- **Non-Sufficient Fund Check Fee:** If any check or share draft is used to make a payment on your account, you will be charged a fee of \$28.00 for each item returned.

12. Changing or Terminating Your Account. The Credit Union may change the terms of the Agreement from time to time. Notice of any change(s) will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination unless the transactions were unauthorized. The Card(s) 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. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint account, section 18 of this Agreement also applies to termination of the Account

13. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

14. Returns and adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union credit slips which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

15. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

16. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate or the wholesale market rate in effect one day prior to the transaction processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

17. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor you Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent

or participated in sending to you, or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

18. Joint Accounts. If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement, this means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorize the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

19. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

20. No Waiver. The Credit union can delay enforcing any of its rights any number of times without losing them.

21. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notices to all.

22. Copy Received. You acknowledge that you have received a copy of this Agreement.

23. Signatures. By signing in the Signature area of the application form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should ask for a copy of this Agreement from the Credit Union and retain it for your records.

YOUR BILLING RIGHTS-REQUEST A COPY OF 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 a transaction on your bill, write us on a separate sheet 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, 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.

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, 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 payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date 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 you 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 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 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 property or services.

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 the 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

Gratiot Community Credit Union
211 West Center Street
Alma MI 48801
Memberservices@gratiotcu.org

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.