



# 1st Advantage Federal Credit Union VISA Platinum Credit Card Agreement



M-100310

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 Platinum Card and duplicates and renewals we issue. Everyone who receives, signs, or uses a card issued under this Agreement must be a member of the Credit Union. "Account" means your VISA Platinum Credit Card Line of Credit Account with us. "We," "us," and "issuer" mean this Credit Union (or Credit Union Designee).

1. **Responsibility:** If we issue a card, you agree to repay all debts, related fees, and the FINANCE CHARGE 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. Your obligation to pay the account balance continues even though an agreement, divorce decree or judgement 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 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 responsible for all charges on the account, including yours.

2. **Credit Line:** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its account 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 the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our Loan Team. By giving you written notice, our Loan Team 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 this Agreement or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time; 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 request and upon termination of this Agreement.

3. **Using the Card:** Any financial service provided by 1st Advantage Federal Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at 1st Advantage Federal Credit Union's discretion. You further agree, should illegal use occur, to waive the right to sue 1st Advantage Federal Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold 1st Advantage Federal Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use. To make a purchase or cash advance, present the card to a participating VISA plan merchant, to us or to another financial institution and sign the cash advance voucher which will be imprinted with your card. You will receive a copy of the voucher, which you should retain to verify your monthly statement. We reserve the right to make a reasonable charge for each photostatic copy you may request.

4. **Foreign Transaction Fee (FTF):** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

5. **Finance Charge:** In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. Otherwise, finance charge on purchases will be calculated from the beginning of the next statement period on previously billed but unpaid purchases from the date they are posted to your account. Cash advances are always subject to finance charge from the date of the transaction. The FINANCE CHARGE (ANNUAL PERCENTAGE RATE) is

calculated by adding **1.49%-6.75%** (the "spread") to the Prime Rate (the "index") in effect on the first business day of the month immediately preceding January 1, April 1,

July 1, and October 1. However, the ANNUAL PERCENTAGE RATE shall never be less than **7.75%**, which corresponds to a daily rate of **.02123%**, or higher than

**17.95%**, which corresponds to a daily rate of **.04918%**. The FINANCE CHARGE will be applied to the average principal daily balances of purchase and cash advances of your account. If the index increases or decreases, the ANNUAL PERCENTAGE RATE and monthly periodic rate will increase and decrease for all existing balances on each January 1, April 1, July 1, and October 1. Because your minimum payment remains the same, any increase in the ANNUAL PERCENTAGE RATE will increase the number of your payments, but will not increase the amount of your payments. We figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases and cash advances, excluding unpaid finance charges, and subtract any payments or credits. 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. This gives us the "average daily balance."

6. **Fees:**

1. \$5.00 per card - Replacement of card fee on Lost/Stolen or damaged card.
2. \$26.00\* - RETURN CHECK fee for a check returned for nonpayment on your VISA account.
3. \$26.00\* - Late payment fee after 10 days.
4. \$26.00\* - INACTIVITY FEE if card is not used at least 3 times in a 12-month consecutive period.
5. \$26.00\* - Fee applies to your VISA account each month, if you exceed your established credit limit and the excess is not paid in the current billing month
6. 1% of Amount After Conversion - Foreign Transaction Fee.

\*Fee increase effective April 1, 2010.

7. **NO USE:** Inactive Visa accounts that have no purchase or cash activity may be closed without notice to you after **18** months of no activity.

8. **Monthly:** Issuer will send to Cardholder, at monthly intervals determined by the Issuer, a statement reflecting for the prior monthly period all Visa Card and Related Card transactions. Such statement shall be deemed correct and accepted by the Cardholder and all holders of Related Cards unless Issuer is notified to the contract in writing within 60 days of mailing such statement. Each month you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. This Line of Credit will be repaid as follows: either the full amount billed shall be paid or at your option an installment equal to at least the required minimum balance billed. The required minimum monthly payment shall be the greater of (a) \$25.00 (b) 3% of that portion of the outstanding balance that does not exceed your credit limit, plus any amount due.

8a. **Payment Allocation:** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

9. **Security Interest: Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. Further, you hereby grant Credit Union security interest in all property purchased through this credit plan, including a purchase-money security interest in any household goods purchased with an extension of credit upon this account. Also, you hereby grant Credit Union a pledge of all shares and any other deposits which you have or may have in the future with the Credit Union, except for any deposit in an IRA or Keogh account. These security interests shall secure faithful performance of all obligations arising under this Agreement, and the Credit Union shall have all of the rights of a secured party in accordance with the Virginia Commercial Code and other applicable law.**

10. **Default:** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) if the Credit Union, in good faith, believes your ability to pay your account is impaired; (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; or (g) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law.

11. **Interest Rate Adjustment (Default Rate):** 1st Advantage Federal Credit Union will adjust the interest rate on your account whenever your account is **two (2) Minimum Payments past due during any six (6) month period**. We will change your interest rate (including any promotional rate) to a fixed rate of **17.95% ANNUAL PERCENTAGE RATE**, which is a monthly periodic rate of .04918%, on the first day of the billing cycle following that has two (2) Minimum Payments past due. After twelve (12) consecutive billing cycles of your account being paid pursuant to the terms of your agreements with the Credit Union, we will change the interest rate to the rate that is then applicable to your account, which will become effective on the first day of the billing cycle following the twelfth consecutive billing cycle.

12. **Member Liability:** You agree to notify us immediately, orally or in writing, at **1st Advantage FCU, Box 2116, Newport News, VA 23609-0116 (800-359-7650 or 757-877-2444)** of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your credit card. If you report your card Lost/Stolen, it is your responsibility to destroy any remaining cards with that number. If you find the Lost/Stolen card you should destroy the card and notify the Credit Union (or Credit Union Designee). If you see the card and it is recovered by an authorized VISA merchant (because it appears on the Revoked Card List or the VISA Center tells the merchant to pick up card) then you will be liable for any fees or rewards resulting from your unauthorized use of the card.

13. **Collection Costs:** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union rights under this Agreement, including attorney's fees and also those costs, expenses and attorney's fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

14. **Effect of Agreement:** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance or credit slips you sign may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

#### **Additional Terms of Visa® Agreement**

To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by Virginia law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your Account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further, each of you are responsible for all amounts borrowed by any authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. If any law or judicial ruling makes any provision of this Agreement unenforceable, the other provisions will remain in full force and effect. You agree that your Account will also be subject to all rules and regulations of VISA U.S.A., Inc. as applicable. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc., the rules and regulations of VISA U.S.A., Inc., will control.

**Limitations of Lawsuits.** You agree that any lawsuit based on a cause of action against us must be filed within one year from the date it arises, or you shall be barred from filing any lawsuit. This limitation includes tort, contract and all other causes of action for which you and we may lawfully contract to limit as set forth in this Agreement.

## **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 a transaction on your bill, write us on a separate sheet at the following address and send to Customer Service, PO Box 31112, Tampa, FL 33631-3112, or call at 1-800-654-7728. 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, or report you as a delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an 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 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 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 do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct. Furthermore, the Credit Union has no liability for any tort or related claims arising from such purchases.

#### **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.

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