

Air Guard FCU Visa Credit Card Agreement

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 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, 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 decree or other court judgment to which we are not a party may direct you or one of the other person 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 the Agreement and is also jointly responsible for all charges on the account, including yours.
2. **Lost card notification.** If you believe the card has been lost or stolen, you will immediately call 800-808-7230 to report the loss.
3. **Liability for Unauthorized Use.** You understand that your total liability to the Credit Union shall not exceed \$50.00 for any card transaction resulting from the loss, theft or other unauthorized use of the card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the card is used to make an electronic transfer.
4. **Credit Line.** If we approve your application, we 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 to 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 our credit committee or loan officer. By giving you written notice our credit committee 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 adverse reevaluation of your creditworthiness. You may also terminate this 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.
5. **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 our account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.
6. **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 other billed fees, and the Minimum Payment required. Every month you must pay at least the minimum payment upon receipt of 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 Finance Charge by doing so. The minimum payment will be either (a) 4% of your Total New Balance, or \$20, whichever is greater, or (b) your Total New Balance, if it is less than \$20 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to the FINANCE CHARGE on both purchases and cash advances; then to any billed fees; then to the principal balance of purchases, and then to the principal balance of cash advances.
7. **Finance Charges.** You have a 25 day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25 day grace period for new purchases if you did not have a purchase balance on your last statement. 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 balance by a monthly periodic rate of 1.20%, which is an ANNUAL PERCENTAGE RATE of 14.40%. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals 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 added to the day's beginning balance and payments and credits are subtracted; however, 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 charge will continue to accrue on your Account until what you owe under this Agreement is paid in full.

8. **Other Charges.** Your account will be subject to other charges including, without limitations, a draft retrieval fee of \$5.00, a NSF charge of \$10.00, a copy fee for documents other than drafts of \$5.00 each, a fee of \$5.00 will be charged for each card that is reissued for any reason, and ATM fees.
9. **Default.** You will be in default if you fail to make any Minimum Payment within 10 days after receipt of your monthly statement. You will also be in default if your ability to repay us is materially reduced by 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, or if the value of our security interest materially declines. 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 attorneys' fees.

10. Using The Card. To make purchase or cash advance, there are two alternative procedures to be followed. One is for your to present the card to a participation VISA plan merchant, to us or to another financial institution, 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 the card in Automated Teller Machine or other type of electronic terminal the provides access to the VISA system. The monthly statement will identify the r merchant, electronic terminal or financial institution at which 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. The Credit Union may make a reasonable charge for photocopies of slips you may request.
11. 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 or more, refund l on your written request or automatically after 6 months.
12. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign countries will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.
13. 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 your 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 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.
14. Security Interest. To secure your account, you grant us purchase money security interest under the Uniform Commercial code in any goods our purchase through your account. If you default, we will have the right to recover any of those goods which have not been paid for through our application of you payments in the manner described in paragraph 7. You also pledge, as security for what you owe, all present and future shares and/or deposits in all your individual and joint Credit Union accounts. The Credit Union has the right to apply all your present and future shares and/or deposits towards the amount you owe if you are in default. Shares and /or deposits in an Individual Retirement Account or Keogh Plan Account are not subject to any right or setoff to your pledge of shares and/or deposits.
15. Late Charges. Each payment in default 10 or more days may incur a charge of \$15.00.
16. Overlimit Charge. If you exceed your approved Credit Line there will be a charge of \$15.00.
17. Effect of 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 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.
18. Copy Received. You acknowledge receipt of a copy of this Agreement.
19. Pledge of Shares. By accepting the disclosure on the applications page, you pledge the shares indicated as security for your credit card, authorize the credit union to apply these shares to what you owe on your credit card account if you are in default on your account.