

P.O. Box 1728 Cranberry Twp PA 16066-1728 (888) 219-3159 www.usxfcu.org

### VISA® TRUTH IN LENDING DISCLOSURE STATEMENT

In this agreement, the words you and your mean each and all of those who apply for the card.

Card means the VISA Card and any duplicates and renewals we issue.

Account means your VISA Line of Credit account with us. We, us, and our means U\$X Federal Credit Union.

#### NOTICE:

- 1 <u>RESPONSIBILITY</u> If we issue you a card, you agree to repay all debts and the FINANCE CHARGES arising from the use of the card and the card account. For example, you are responsible for the charges made by yourself, your spouse and your 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 judgments 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. Each of you authorizes the other(s) to make purchases or cash advances individually.
- 2. <u>LOST/STOLEN CARD NOTIFICATION</u> You agree to notify us immediately by calling 844-223-1738 within the US or 571-526-3947 outside the USA of the loss or theft of your Credit Card. If you notify us of your lost or stolen Credit Card within two (2) business days of your discovery, you may not be liable for any losses. This zero liability limit will apply provided you were not grossly negligent or fraudulent in handling your Credit Card. If you notify us of your lost or stolen Credit Card after two (2) business days, your liability for unauthorized VISA Credit Card transactions shall not exceed \$50.00.
- 3. <u>CREDIT LINE</u> 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 by the amount of the payment which is applied to principal. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your Credit Line only by written application to us, which must be approved by our loan committee or loan officer. By giving you written notice, our loan 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 the Agreement, or our 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. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not effect 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.
- 4. <u>CREDIT INFORMATION</u> You authorize us to investigate your credit standing when renewing or reviewing your account, and you authorize us to disclose information regarding your account, to credit bureaus and other creditors who inquire of USX Federal Credit Union about your credit standing.
- 5. ANNUAL PERCENTAGE RATE (APR) USX Federal Credit Union offers two types of VISA credit cards. They are the VISA PLATINUM Card and the VISA BLUE Card. The VISA PLATINUM Card is offered to borrowers with average credit histories. The VISA BLUE Card is offered to borrowers with average to below average credit histories. The type of VISA Credit Card and the applicable Annual Percentage Rate (APR) will be based on certain credit worthiness criteria of the borrower at the time of original card issue and at the time of card reissue.

VISA PLATINUM: The ANNUAL PERCENTAGE RATE ranges from 9.90% to 15.90%. The monthly periodic rate is .825% to 1.325%.

VISA BLUE: The ANNUAL PERCENTAGE RATE is 17.90%. The monthly periodic rate is 1.492%.

ANNUAL PERCENTAGE RATE (APR)	VISA PLATINUM	VISA BLUE
FOR PURCHASES, CASH ADVANCES AND BALANCE TRANSFERS	9.90% TO 15.90%  Determined on credit worthiness of borrower at time of original card issue and at time of reissue.	17.90%
	APR fixed for 24 months after original card issue and at time of reissue.	
ANNUAL FEE	NONE	\$50.00
TRANSACTION FEES		
BALANCE TRANSFER	NONE	
CASH ADVANCE	NONE	
FOREIGN TRANSACTION	WITH CURRENCY CONVERSION 1.0% - WITHOUT CURRENCY TRANSACTION 0.8%	
PENALTY FEES		
LATE PAYMENT	\$25.00 OR \$35.00 FOR A SUBSEQUENT VIOLATION DURING THE NEXT SIX(6) BILLING CYCLES	
RETURNED PAYMENT	\$25.00 OR \$35.00 FOR A SUBSEQUENT VIOLATION DURING THE NEXT SIX(6) BILLING CYCLES	
MERCHANT DRAFT COPY	\$10.00	
CARD REPLACEMENT	\$10.00	
HOW TO AVOID PAYING INTEREST ON PURCHASES	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.	
FINANCE CHARGE ON CASH ADVANCES AND BALANCE TRANSFERS	Interest begins on the transaction date.	
FOR CREDIT CARD TIPS FROM THE FEDERAL RESERVE BOARD	To learn about more factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore	

6. <u>PAYMENTS</u> Each month you must pay at least the minimum payment shown on your statement by the Due Date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total New Balance in full. If you make extra 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 3.00% of your Total New Balance or \$35.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, 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.

Mail Payments to:

U\$X FEDERAL CREDIT UNION

U\$X FEDERAL CREDIT UNION P.O. Box 2711 Omaha, NE 68103-2711

7. PAYMENT ALLOCATION Payment amounts equal to the Minimum Payment Due as shown on your statement will be applied to the outstanding balance with the lowest APR. Payment amounts made in excess of the Minimum Payment amount will be applied to outstanding balances with the highest APR first, then applied sequentially to lower APR balances. We may accept checks marked payment in full or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

- 8. FINANCE CHARGE In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance by the Payment Due Date shown on your statement. Otherwise, the finance charge on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash Advances and Balance Transfers are always subject to finance charge from the date they are posted to your account. We figure the finance charge separately for purchases and cash advances on your account by applying the applicable periodic rate set forth below to the average daily balance of purchases (including current transactions), and to the average daily balance of Cash Advances and Balance Transfers (including current transactions). To get each average daily balance, we take the beginning balance each day, add any new purchases (if calculating the average daily balance for purchases), add any new Cash Advances and Balance Transfers (if calculating the average daily balance for Cash Advances and Balance Transfers), 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.
- 9. OTHER FEES AND CHARGES Other fees and charges that will be added are as shown in the above table. The fees will be handled by the Credit Union as an adjustment to the account balance.
- 10. DEFAULT You will be in default if you fail to make any Minimum Payment by the Payment Due Date shown on your statement. 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, or if the value of our security interest materially declines. We have the right to demand immediate payment of your 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.
- 11. 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 and sign the sales or cash advance draft which is imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. We choose to limit Internet Gambling Transactions, or we can decline them altogether. The monthly statement will identify the 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 transaction in order to verify the monthly statement. The Credit Union may collect a reasonable charge for photocopies of slips you request.

  12. **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 6 months.
- 13. FOREIGN TRANSACTIONS A 1.0 % International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1.0%. For International Transactions where no currency conversion is required the fee will be 0.8%
- 14. PLAN MERCHANT DISPUTES A plan merchant is a merchant that accepts a VISA card as a form of payment for goods or services. 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 a 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.
- 15. 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. 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
- 16. NO WAIVER The credit union can delay enforcing any of its rights any number of times without losing them.
- 17. STATEMENTS AND NOTICES Statements and notices will be mailed to you at the most recent address you have given the credit union. Notice sent to any one of you will be considered notice to all
- 18. FINAL EXPRESSION This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the credit union: this written Agreement may not be contradicted by evidence of any alleged oral agreement.
- 19. 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 service and may withdraw or change them at any time.
- 20. SECURITY INTEREST To secure your account, you grant U\$X Federal Credit Union a purchase money security interest under the terms of the Uniform Commercial Code in any goods or merchandise you purchase under the account and you also grant a secured interest to U\$X Federal Credit Union in any shares or deposits in all joint and individual accounts that you may have with U\$X Federal Credit Union, now and in the future. Collateral securing other loans with the credit union will also secure this loan. If you should default in the minimum payments that you are to make under paragraph five of this agreement, U\$X Federal Credit Union may take over any deposits that you have in any joint or individual accounts in order to apply towards the balance on your VISA Credit Card account. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under the State or Federal Law, if given as security, are not subject to the security interest you have given in your shares and deposits on hand with U\$X Federal Credit Union.



**Equal Opportunity** LENDER

# YOUR BILLING RIGHTS **KEEP THIS NOTICE FOR FUTURE USE**

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 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.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

## 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

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 an unpaid 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 us within ten (10) 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 \$50.00 of the guestioned 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 service