

Visa Credit Card Agreement

VISA CARD

Annual Percentage Rate	Grace Period for Repayment of Purchase Balance	Method of Computing the balance for Purchases	Annual Fee	Cash Advance Fee	Minimum Finance Charge	Transaction Fee for Purchases	Other Fees and Charges
8.9% - 18% (rate based on credit score)	25 Days (cash advance none)	Average daily balance on new purchases	\$0.00	1.5 % of cash advance amount	\$0.00	\$0.00	Late Fee 5% of payment minimum of \$30.00 Over-limit Fee \$22.00

* If your account is 10 days delinquent twice in a twelve-month period your rate will be increased to 2% from the rate initially granted to you when your application was approved.

In this Agreement the words you and your mean each and all of those who apply for the card or who sign the Visa Card Agreement, card means the Visa Credit Card and any duplicates and renewals we issue. Account means your Visa Credit Card Line of Credit account with us. We, us, ours and the credit union means Deseret First Federal Credit Union.

1. **RESPONSIBILITY:** If we issue you a card, you agree to repay all debts, charges 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 or information contained on the card, and this responsibility continues until the card is recovered or the account is closed for new transactions. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and you 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 another person 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 responsible for all charges on the account, including yours.
2. **LOST CARD NOTIFICATION:** If you believe the card, the account number, the PIN or any combination of the three has been lost or stolen, you must immediately notify the credit union at (801) 456-7000 or 800-326-3328 Monday through Friday 8:45-5:30, or after business hours and weekends at 1-800-991-4965, or International at 314-275-6690.
3. **LIABILITY FOR UNAUTHORIZED USE:** You understand that your liability to the credit union, or responsibility for card transactions resulting from the loss, theft or other unauthorized use of the card, account number or PIN number or any combination of the three shall be subject to applicable law as follows:
 - a. You must notify the credit union in writing no later than 60 days after a statement was sent showing an unauthorized transaction. The credit union is not responsible for any item not reported within the above mentioned time period.
 - b. You must notify the credit union within 2 days of discovery of the loss or theft of your card(s).
4. **CREDIT LIMIT:** If your application is approved, the credit union will establish a credit limit for you. The amount will be based upon many factors, including your ability to pay and your credit history. Your account will be a revolving credit account. This means that you can borrow the full amount

of the credit limit, repay the principal, interest and other charges in full or in part and borrow again up to your maximum, as long as you continue to be creditworthy. The credit union has the right to terminate the account without advance notice to the extent permitted by law. We will notify you in writing of the reason for any such denial of credit. Among the reasons for refusing to advance you credit are: an adverse change in your credit standing such as not making current loan payments; a change in your employment status; your insolvency; your bankruptcy; or your death. Your credit limit will be reviewed periodically and you may be requested to provide current information. Your credit limit may be increased or decreased at that time. You will be notified of any such changes to your credit limit. You can apply for an increase in your credit line at any time. You agree to remain a "Member" of the credit union by maintaining in your regular savings account a balance of not less than \$25.00 as long as you have a credit card. If your regular savings account balance should drop below \$25.00, the credit union may decline future extension of credit. Termination by you or the credit union does not affect your obligation to pay the account balance.

5. **INTEREST RATE ADJUSTMENTS:** The credit union may review your credit standing periodically and you may be requested to provide current information. Your interest rate may be increased at that time depending on, but not limited to, the following reasons: Adverse change in your credit standing such as not making current loan payments with the credit union or other creditors; a change in your employment status; your insolvency; or your bankruptcy. You will be notified of any such changes to your interest rate.
6. **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.
7. **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 (which include purchases, cash advances, other debits, payments and other credits), the Total New Balance, the FINANCE CHARGE due to date, the unused credit under your Credit Line, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Payoff Balance in full. You will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 3% of your Payoff Balance or \$15.00, whichever is greater, or (b) your Payoff Balance, if it is less than \$15.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s), which remain 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 any late fees; then to the FINANCE CHARGE on cash advances (accumulated and unpaid as of the date payment is applied); then to the FINANCE CHARGE on purchases (first to previously billed and unpaid and then to current billed and unpaid); then to the accumulated cash advance balance; and then to the balance of new purchases, whether or not billed on the monthly statement. The Credit Union shall credit your payment within 5 days of receipt.

Payments can be made in person at any of our offices, by telephone, by internet transfer or mailed to:

Deseret First Credit Union
P.O. Box 45046
Salt Lake City, UT 84145

8. **FINANCE CHARGES AND OTHER CHARGES:** You can avoid FINANCE CHARGE on purchases by paying the full amount of the "New Balance" of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases and subsequent purchases from the date they are posted to your account will be subject to the FINANCE CHARGE. Cash advances are always subject to a FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGES are calculated using the Average daily balance method. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of Previous Balances, reduced by payments you make and credits that are applied and increased by purchases and cash advances you make and 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 separate average daily principal balances for purchases and cash advances to which the periodic rate, set forth in the table is then applied. Other Charges are set forth above.

9. **DEFAULT:** You will be in default if you fail to make the minimum Required Payment within 25 days after your monthly statement closing date. If your account is 10 days delinquent twice in a twelve-month period your rate will be increased by 2% from the rate initially granted to you when your application was approved. If after the rate adjustment you remain current on your loan payments for a 12-month period you may reapply to have your original interest rate reinstated. This 2 % increase will continue to occur in the event that you are delinquent any 2 times in a 12-month period. If your account is still in default after 60 days your rate will be adjusted up 2% and your card privileges will be terminated. You will also be in default if you are in default of any other loan or obligation to the credit union, cause a loss to the credit union and/or 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. If you default, the entire balance of this account shall become due and payable at the option of the Credit Union. Each party hereto further agrees that if payment of this account shall not be made as herein provided, he shall pay the costs of collection, including all attorney fees and costs including all said fees and costs in bankruptcy court or on appeal. The Credit Union can delay enforcing any of its rights under this agreement without losing them
10. **USING THE CARD:** To make a purchase or cash advance, two alternative procedures exist. 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 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 an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. 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 make a reasonable charge for photocopies of slips you may request. You understand and agree that neither your card nor any information contained in or on the card may be used for any purchase or transaction deemed to be illegal under Utah or other applicable law. This includes but is not limited to, internet gambling. Use of the card acknowledges that the purchase or transaction is lawful and subject to the terms of this agreement.
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 a credit, which we will post to your account. **DO NOT** subtract a credit that does not appear on your statement from your New Balance as this may cause you to receive a **FINANCE CHARGE**. If your credits and payments exceed your Current Balance, this will result in a "Credit Balance" on your Visa.
12. **FOREIGN TRANSACTIONS:** Transactions made in foreign countries will be billed to you in US dollars. Conversion to US dollars is determined by a rate selected by Visa from a 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 a 1 percent currency conversion fee. The currency conversion fee will appear as a separate line on your statement for each transaction completed in a foreign country.
13. **SECURITY INTEREST:** In consideration for and as a condition of the credit union issuing a credit card to you, you grant the credit union a **SECURITY INTEREST** in all funds and other assets of yours held by the credit union, including any assets, which may be pledged as collateral for another loan with the credit union. You also consent to our right to offset any account payment delinquency with funds in any of your credit union accounts without advance notice to you. This lien does not restrict your right to withdraw funds prior to the exercise of the credit union's right and is not a pledge by you of your accounts. Any exercise of the right by the credit union is not an election of remedies.

At the credit union's option, a specified amount on deposit in one or more of your credit union accounts may be pledged as security for repayment of all amounts loaned to you under the terms of this agreement. The amount pledged and the account will be shown on the separate security agreement. You cannot withdraw the funds pledged from the account as long as the pledge is in effect. If you default in your payments under the terms of this agreement, the credit union has the right to apply the amount specifically pledged to pay off this account in full or in part.

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, vendor or financial institution to honor your card.
15. **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.
16. **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.
17. **COPY RECEIVED:** You acknowledge receipt of a copy of this Agreement.
18. **OTHER CHARGES:** I understand and agree that I will be responsible to pay the following service charges as disclosed in the fee schedule:
 - (1) \$15 Transaction receipt copy
 - (2) \$25 Travel and Entertainment receipt copy
 - (3) \$15 Stop Payment fee
19. **LATE FEE:** The late fee is 5% of the payment due with a minimum of \$30.00 it will be charged whenever any payment is not paid within 10 days of its scheduled due date.
20. **OWNERSHIP OF CARDS:** Any Card or other credit instrument or device which we supply to you and the information contained therein 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 our instructions. The Card may be repossessed at any time in our sole discretion without any demand or notice.

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 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.

Mail Letters to:

Deseret First Credit Union
Attn: Electronic Services
PO Box 45046
Salt Lake City, UT 84145

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 correct.

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 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 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.

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 to dispute that item. You must submit a request to the credit union in writing no later than **60 days** from the date the transaction posted to your account.