

# VISA AGREEMENT AND DISCLOSURE STATEMENT



October 1, 2017

You agree to the following terms and conditions and any amendments thereto.

## Accepting This Agreement

Before you sign or use the Glendale Area Schools Credit Union Visa® credit card issued to you, please read this Agreement thoroughly, because by using the credit card you will be agreeing with us to the terms and conditions stated in this Agreement. If you do not wish to be bound by this Agreement, do not use the credit card, and write to us and tell us that you wish to cancel your credit card account with us. If you have received a card or checks to access the card account, destroy them.

## Definitions

In this Agreement the words "you", "your", and "yours" mean each and all of the person(s) who apply for and/or use the card, the words "credit card" mean the Glendale Area Schools Credit Union Visa® credit card, and the words, "we", "our", "us", and "Credit Union" mean the Glendale Area Schools Credit Union.

## Liability of All Cardholders and Authorized Users

You understand that you are liable for the payment of all sums due under this Agreement. If there is more than one borrower or authorized user on this account, each person, individually, and all persons jointly are obligated to repay all sums due under this Agreement. You agree that all statements made in your application for your credit card were for the purpose of obtaining credit and are true, correct, and complete to the best of your knowledge and belief.

## Credit Limit

This Agreement establishes a credit card account for you with an open end line of credit. We will establish a credit limit for you, and may increase or decrease that credit limit from time to time. We have provided you with a separate written disclosure stating the credit limit for purchases and cash advances on your account, and that disclosure is made a part of this Agreement by this reference. Your monthly statements will show the amount of credit available to you for purchases and cash advances as of the statement date. We will give you written notice of any change to your credit limit. If your credit limit is decreased for any reason, any subsequent request for a credit limit increase will be subject to credit application and approval. You agree not to use your account in any way, which would make the unpaid balance of your account, or cash advances on your account exceed your credit limit. You also agree to pay us the amount of any transactions on your account in excess of your credit limit along with your regular minimum payment at your next scheduled payment due date. Purchases and advances are subject to daily limits that may restrict the full use of your Credit Limit.

## Pledges of Shares

You grant us a consensual security interest in your accounts and have pledged funds on deposit in your account (except IRA or Deferred Compensation) to satisfy debts that are due us. We reserve the right to exercise this pledge of shares for liabilities owed to us against any account held by you individually or jointly with any other person(s) to the fullest extent permitted by law.

## Security

This paragraph applies only if you have a "share secured credit card", which requires a separate security agreement. To secure your obligation, you grant us a security interest in your deposit account at the Credit Union, under a Glendale Area Schools Credit Union Visa Card Security Agreement that you have signed. The Security Agreement is incorporated into and made part of this Agreement and Disclosure Statement by this reference.

## Personal Identification Number

A Personal Identification Number (PIN) may be obtained by selecting your own PIN at the Glendale Area Schools Credit Union. This PIN may be used by you with your credit card to obtain a cash advance on your account at any Automated Teller Machine (ATM) displaying the Visa® logo or to make purchases at any designated point of sale (POS) machine. Please keep your PIN confidential and do not write it on or keep it with your credit card.

## Credit Information

You agree that we may re-examine and re-evaluate your creditworthiness at any time. You authorize us to obtain, from time to time, information from others, including, but not limited to credit reporting agencies, concerning you and your credit accounts. You also authorize us to respond to requests from others and to provide information regarding the status and history of your account with us. However, we are not obligated to release any such information to anyone unless we are required by law to do so. You agree that we have the right to refuse future advances under your line of credit or reduce your credit limit upon re-examination and re-evaluation of your creditworthiness, should your creditworthiness change significantly.

## Change of Name, Address, Employment, Telephone

You agree to promptly report to us any change in your name, address, employment, or telephone number.

## Balance Transfers

When the Credit Union uses the term "balance transfer" this refers to the transfer of balances from other lenders to your Glendale Area Schools Credit Union credit card.

## Purchases/Cash Advances

You may access your line of credit by making a purchase at a merchant's location that accepts the credit card, by requesting a Balance Transfer orally or electronically, or in writing, or by making a cash advance. We will not be responsible or liable to you should anyone refuse to accept or honor your card, or should anyone retain your card and not return it to you. You may request cash advances under this Agreement by writing to Glendale Area Schools Credit Union; by making a written, telephone or electronic request to us; or by requesting a cash advance at a financial institution or an ATM that accepts the credit card. You agree to repay all advances for purchases and cash advances made to you or at the request of a joint borrower or authorized user under this Agreement, and you understand that all purchases and cash advances will be subject to the terms of this Agreement. You agree not to request advances or make purchases or use your account in any way that would make the unpaid balance of your account exceed your credit limit. Cash advances cannot be used to pay any amount you owe under this Agreement or under any other credit agreement or account you have with us now or in the future.

## Minimum Monthly Payments

You will receive a statement for each monthly billing period in which your account has an outstanding or credit balance. The minimum monthly payment on your account is calculated at 3% of the statement balance or \$15, whichever is greater. If your account balance is greater than your limit or your account is past due, you will be billed for the greater of: the minimum monthly payment; or the past due amount, or the Overlimit amount. If the account is not paid down to the limit or below, the account is subject to closure.

The minimum monthly payment must be received on or before the payment due date reflected on the front of your monthly billing statement or the payment may be considered past due. Payments made in excess of the minimum payment will be applied first to the balance with the highest interest rate, then successively to each lower interest rate until the excess payment amount is exhausted. If you have a credit balance on your account due to merchant credits, adjustments or overpayments, we will hold and apply this credit balance against future purchases and cash advances, or refund it at your written request. An increase or decrease in the Annual Percentage Rate may result in an increase or decrease in your monthly payment.

## Promise to Pay

You agree to pay us, at the payment address stated on the front of your monthly billing statement, all sums which have been accumulated on your account by you or others with your permission, together with any finance charges, late charges and any other service charges computed on your account as set forth in this Agreement.

## Authorizations

Most transactions require approval of funds. Approvals result in placing a hold against your credit limit. We may limit the number or amount of approvals or purchases and advances per day or deny transactions when we detect unusual or suspicious activity, even if you have sufficient credit available. We are not liable for failing to approve any transaction and we may, although we are not required to, approve transactions above your available credit. We are not liable if a merchant, financial institution, or ATM does not honor your card.

## Membership Requirement

You must be a Member in good standing to be eligible for a credit card with us. We may suspend card privileges, including closing your account, if you do not maintain your Membership with us in good standing.

## Responsibility for Account

You agree to repay us according to the terms of this Agreement for all purchases, advances, finance charges, fees and collection costs, if any, arising from the use of this account by you or any other person you permit to use your card and/or account (even if that person exceeded the amount for which you gave permission). If you decide to close your account, please notify us orally or in writing. You remain liable for any transactions to the account that we cannot prevent after you notify us. Any person using the account and/or card is jointly and severally responsible for all charges on the account.

## Lost, Stolen or Unauthorized Use

It is important to continually monitor your monthly statements to identify any unauthorized transactions. If your card is lost or stolen, or you believe that someone has accessed or may access money from your card without your permission, notify us immediately. If you notice unauthorized or fraudulent activity on your card, notify us immediately. Notify us at the phone number or address listed on your statement under "How to Reach Us". See **Your Billing Rights** for further information. If your card is used fraudulently, you agree to assist us in our investigation and to sign and return the Cardholder Dispute Form.

## Visa® Extra Reward Card Terms and Conditions

If you are participating in a Visa Extra Rewards Card program, we have provided you with a separate written disclosure stating additional Terms and Conditions on your Rewards Card account, and that disclosure is made part of this Agreement by this reference.

## Annual Percentage Rate

Glendale Area Schools Credit Union has a loan program, which features a range of interest rates for some of its consumer loans. A rate is based on a variety of factors, including the applicant's credit rating. This Agreement establishes the **Annual Percentage Rate** for Purchases, Balance Transfers and Cash Advances under this credit card program. We have provided you with a separate written disclosure stating the Annual Percentage Rate that will apply to purchases and cash advances on your account. That disclosure is made part of this Agreement by this reference.

## Monthly Periodic Rate

The Monthly Periodic Rate is determined by dividing the Annual Percentage Rate by twelve (12 months in a year).

## Calculation of Interest Charges

Interest Charges for each monthly billing cycle will be calculated by multiplying the Average Adjusted Daily Balance by the Monthly Periodic Rate. We will calculate your Average Adjusted Daily Balance as follows: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which the amounts post to your account, we add the amount(s) of all debits and subtract the amount(s) of all payments and credits which post to your account that day. After applying payments and credits, we subtract any amount of late charge, interest charge, and any other charges that remain unpaid. The result is the adjusted daily balance for that day. We add together all the adjusted daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. The result is the Average Adjusted Daily Balance for that billing cycle.

Interest Charges are imposed only if you do not pay in full the new balance for Purchases shown on your Periodic Statement within 25 days of the end of the statement period. However, interest charges will be assessed and will accrue on any cash advance (**see Purchases/Cash Advances**) from the date that such cash advance transaction is posted to your account to the date the cash advance balance is paid in full or the Statement Closing Date whichever comes first, even if payment of the entire New Balance is received by us by the Payment Due Date. In other words, there is no time period within which credit extended to you by a cash advance may be repaid without incurring an interest charge.

## Late Charge

If the minimum payment due is not received by the Credit Union within 10 days after the payment due date, a late charge of 20% of the interest due or \$5.00, whichever is greater, will be imposed.

## Additional Fees and Service Charges

We may charge additional service charges for the following

- ◆ each draft copy that you request - \$25
- ◆ additional copies of your monthly billing statement - \$5 per statement
- ◆ any payment instrument or method including check, in-person, ACH or other electronic transaction returned to us for any reason - \$25
- ◆ researching transactions occurring prior to your most recent account statement - \$25 per hour, minimum - \$25
- ◆ card replacement fee - \$10
- ◆ balance transfer stop payment fee - \$25
- ◆ each request to have a credit card delivered by courier - varies

## Change in Terms

This Agreement is the contract, which applies to all transactions on your Account, even though the sales, Cash Advance, credit, or other documents you sign, agree to, or receive, may contain different terms. We may amend, modify, add to, or delete from this Agreement any term, condition, service, or feature at any time, including the amount or calculation of INTEREST CHARGES. Unless we state otherwise, the change will affect any unpaid balance outstanding and any subsequent transactions. A notice will be mailed to your last known address at least forty-five (45) days prior to the effective date of the change as required by federal or other law. When a notice of change in terms is required, it may be sent as late as the effective date of the change when you have agreed to the change in writing. Rates are based on approved credit.

### **Cancellation of Card**

You may cancel your card at any time in writing, enclosing all cards on your account cut in two. Cancellation of the card will end all charging privileges. We have the right to revoke your right to use the credit card at any time. We can do this with or without cause and without giving you notice. We may list revoked credit cards in a cancellation bulletin or otherwise inform firms honoring the credit card that the credit card issued to you has been revoked or cancelled. If we revoke the credit card or it expires, you must return it to us if we so request. Also, if a firm that accepts the credit card asks you to surrender an expired or revoked credit card, you must do so. You may not use the credit card after it has expired or after it has been revoked. Cancellation or revocation of your credit card will not affect your obligation to pay any amounts that may be due under this Agreement.

### **Illegal Activity**

Your Visa® card may not be used for any illegal activity. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States and its territories. Your card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling or other transactions are legal in the jurisdiction in which you are located. You agree to repay, according to the terms of this Agreement, transactions you initiate by use of your card, whether deemed legal or illegal.

### **Internet Transactions**

Your Visa® card is automatically enrolled in the Verified by Visa® program. To make transactions over the Internet, merchants may request your Verified by Visa® password to complete the transactions. If a password is not provided, or you do not successfully register with Verified by Visa®, the merchant may deny the transaction. If the password is incorrect, we may deny the transaction. You can select or change your password and view additional terms online at gasfcu.org by clicking on the Verified by Visa® link under "Verified by Visa® " on the credit card product pages. By allowing another person to use your Verified by Visa® password you are authorizing the transaction(s) on your account.

### **Foreign Currency Transactions**

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, Visa® Incorporated will convert the charge into a U.S. dollar amount. The conversion rate in U.S. dollars will be either the government-mandated rate or a wholesale currency market rate determined by Visa® for the processing date on which the transaction is processed. The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. The Credit Union has no control over the conversion rate.

### **International Service Fee**

A fee of 2% of the transaction amount in US Dollars will be assessed on international transactions. Transactions acquired in U.S. territories, and transactions originating on U.S. military bases, at U.S. embassies and U.S. consulates, are excluded from this fee.

### **Default/Collection/Attorney's Fees**

You will be in default and understand that all loan credit under this Agreement may be terminated if (1) you do not make periodic payments as required by this Agreement, (2) you do not keep any promise made in this Agreement or any other agreement with this Credit Union, (3) any information that you give us to obtain a loan advance is false, (4) any third party attempts by legal process to take any property belonging to you, (5) you die, become insolvent or are a party to any bankruptcy proceeding, or (6) as otherwise provided in this Agreement. If you are in default, we may refuse to make any further advances or refuse charge privileges to you and declare all sums owed under this Agreement immediately due and payable. We may accept late payments or partial payments without losing any of our rights under this Agreement. You understand that if you are in default, we may add to your unpaid balance any reasonable attorney's fees and court costs, all of which you agree to pay.

### **Waivers and Severability**

We may waive or decline to enforce any of our rights under this Agreement without affecting any of our other rights. Should any provision of this Agreement be determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

### **Governing Law**

This Agreement, your credit card line of credit, as well as our rights and duties and your rights and duties regarding them, will be governed by and interpreted in accordance with federal law to the fullest extent possible and, to the extent federal law does not apply, in accordance with California law, regardless of where you live and use your credit card. This Agreement is made in California. All credit will be extended from California, and all repayment must be made in California.

### **YOUR BILLING RIGHTS**

#### **KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

#### **What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at: **Glendale Area Schools Credit Union, P.O. Box 556, Montrose, CA 91021**

In your letter, give us the following information:

- ✦ Account Information, your name and account number
  - ✦ Dollar Amount, the dollar amount of the suspected error
  - ✦ Describe the problem if you think there is an error on your bill, explain what you believe is wrong and why you consider it is a mistake
- You must contact us:**
- ✦ Within 60 days after the error appeared on your statement.
  - ✦ At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
  - ✦ You must notify us of any potential errors in *writing*.

#### **What will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

- 1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- 1) We cannot try to collect the amount in question, or report you as delinquent on that amount.
- 2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- 3) While you do not have to pay the amount in question, you are responsible for the remainder of the balance.
- 4) We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- 1) If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to the amount.
- 2) If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount in question even if your bill is correct.