

This disclosure is designed to give you information concerning your Arizona Central Credit Union Visa Credit Card.

Note: Please read this agreement thoroughly before using your card. Use of the card acknowledges your understanding of and agreement to the terms and conditions of the Arizona Central Credit Union Visa Card Disclosure and Agreement.

In this Agreement the words **you** and **your** mean each and all of those who apply for the Visa Card, use the card or who sign the application for Visa credit line. **Card** means the Visa Credit Card and duplicates and renewals we issue. **Account** means your Visa Card line of credit account with us. **We, us** and **ours** mean Arizona Central Credit Union.

If you have not been given a copy of Arizona Central Credit Union's Electronic Funds Transfer Disclosure, ask for one from any Arizona Central Credit Union employee. We can also send you one by mail. Please send your request to Arizona Central Credit Union, Attention: Member Services, P.O. Box 11650, Phoenix, Arizona 85061-1650. You may also call us at (602) 264-6421 or toll free 1-866-264-6421.

**Liability:** Tell us AT ONCE if you believe your Arizona Central Credit Union Visa Credit Card has been lost or stolen or that an unauthorized transaction has occurred or may occur. You may call or write: Arizona Central Credit Union, P.O. Box 11650, Phoenix, Arizona 85061 or call us at (602) 264-6421 or toll free 1-866-264-6421.

In most cases (assuming no negligence) where we are notified within two (2) business days of discovering the card has been lost or stolen, the cardholder is not responsible for the loss. Prompt notification is the best way of keeping your losses down. To minimize or eliminate your potential loss, contact us immediately upon discovering the lost or missing card. If you are

negligent or do not provide proper notification, you may be liable for the entire amount of money taken. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after we sent you the first statement on which the error/problem appeared, you may not get back any money you lost after the sixty (60) days if we could have stopped someone from taking the money. When you call we may ask you to send us a written statement of what happened within 10 days. Please provide the following information:

- Your name and account number.
- The dollar amount of the suspect transaction or error.
- Describe the transaction in question and explain why you believe there is an unauthorized transaction or error. If you need more information, describe the item you are not sure about.

If an amount is in dispute, you are not required to make payments on the amount of the dispute; however, you will need to continue making payments on any amount not in dispute.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days. Our business days are Monday through Friday; holidays are not included. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that were used in our investigation.

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.

The plastic cards issued by Arizona Central Credit Union are the property of Arizona Central Credit Union; we may request that they be returned to the credit union at any time. Arizona Central Credit Union may revoke credit card privileges if your account is not in good standing or if we doubt the ability to collect. If your card privileges are revoked, you will be sent written notification of adverse action.

### **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 (in writing), you may have the right not to pay the remaining amount due on the property or services. There are some 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.
- (b) The purchase price must have been more than \$50.
- (c) You have tried in good faith to correct the problem with the merchant directly in writing.
- (d) You act timely.

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

In order to continue benefits of an Arizona Central Credit Union Visa Credit Card, you must remain a member in good standing. One requirement is that you maintain a minimum share in your account with us.

**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 account. For example, you are responsible

for charges made by yourself, your spouse and minor children and anyone you allow to use the card or to whom you give the personal identification number (PIN). You are also responsible for charges made by anyone else to whom you give your card, and this responsibility continues until the credit union is notified in writing. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions. 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 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. Lost/Stolen Card Notification.** If you believe the card has been lost or stolen, you will immediately call the credit union at (602) 264-6421 or toll free at 1-866-264-6421. You may be charged a recovery fee up to \$75.00 if you or your joint owner(s) use Visa Card(s) that have been reported lost or stolen. A \$10.00 fee may be assessed for each replacement card.

**3. Liability for Unauthorized Use.** You understand that your liability to the credit union shall not exceed \$50.00 for any card transactions resulting from the loss, theft or other unauthorized use of the card, provided that the notice is timely, within two (2) days of discovering the card lost or missing. Also, if you do not tell us within sixty (60) days after we sent you the first statement on which the error/problem appeared, you may not get back any money you lost after the sixty (60) days if we could have stopped someone from taking the money.

**4. Credit Line.** Upon approval, 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. We may reduce your credit line, or revoke your card, and terminate this agreement. If negative action is taken, you will be provided an adverse action notice. Cause includes your failure to comply with this agreement or our adverse reevaluation of your creditworthiness. You may also terminate this agreement at any time by paying the balance in full and turning in any outstanding cards, 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/or upon termination of this Agreement.

From time to time, ACCU may upon request or on its own initiative increase your credit limit. By making an authorized purchase and or cash advance you agree to adhere to the terms and conditions set-forth by the Credit Union in its disclosures.

**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 your account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. Monthly Payment.** You will be sent a statement every month showing your previous balance of purchases and cash advances, the current transactions on your account, the remaining credit available under the credit line, the new balances of purchases and cash advances, the total new balance, the FINANCE CHARGE due to date, and the minimum payment within 25 days of your statement closing date, which is the last day of the month. 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) 2.5% of your total new balance, or \$10.00, whichever is greater; or (b) your total new balance, if it is less than \$10.00, 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. We will apply your payments first to LATE CHARGES; then to previously billed and unpaid FINANCE CHARGES; then to previously billed purchases; then to new purchases, whether or not billed on the monthly statement; and then cash advances.

**7. Finance Charges.** You can avoid a 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, which is the last day of the month. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to a FINANCE CHARGE. Cash advances are always subject to a FINANCE CHARGE from the date they are posted to your account. Foreign Transactions are subject to a currency conversion fee which is considered a FINANCE CHARGE. FINANCE CHARGES (interest) is calculated on your balances or purchases and cash advances for foreign transactions in the account.

Daily principal balance is calculated separately from purchases and cash advances and is determined as follows: For each day during the statement period (billing cycle) the principal balance of purchases and of cash advances from the previous day are increased by any purchases or cash advances posted to the account that day. Each separate daily principal balance on the loan

account is then multiplied by the number of days that balance was owing, times the daily rate, and then added together. Late Charges: \$25.00 on payments made more than 5 days after their due date.

**8. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operation regulations for international transactions established by Visa International, Inc.

When a purchase or cash advance is done using a foreign currency, Visa assesses a service fee for converting it into U.S. dollars. This Currency Conversion Fee will post as separate line item when posted to your account with Arizona Central Credit Union. The currency conversion fee is a finance charge.

**9. Default.** You will be in default if you fail to make any minimum payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by 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 notice as 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. All sums are due and payable in Maricopa County.

**10. 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 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 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; if it is \$1 or more, refund it on your written request or automatically after 6 months.

**12. 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 you 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.

**13. Security Interest.** By signing an application, acceptance, or authorized use of any credit cards,

you grant and pledge a consensual lien to us on all shares to secure payment of your obligations on this account. In addition, you acknowledge our statutory lien rights under the Federal Credit Union Act; you agree that such a lien is impressed as of the date that this account is opened; and you agree that we can apply the shares pledged at the time of any default on this account without further notice. “Shares” for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share shavings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held – regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any IRA, Keogh, Health Savings Accounts, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**14. 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 may contain different terms. We may amend this agreement from time to time by sending you the advance written notice as 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.

<b>Consumer Visa Credit Card Disclosure*</b>	
<b>Interest Rates and Interest Charges</b>	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	<b>10.90% to 14.90%</b> when you open your account, based on creditworthiness
Penalty APR	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

<b>Fees</b>	
Annual Fee	None
Transaction Fees	
<ul style="list-style-type: none"> <li>■ Balance Transfers</li> <li>■ Cash Advance</li> <li>■ Foreign Transaction</li> </ul>	None None <b>1%</b> of each transaction in U.S. dollars
Penalty Fees	
<ul style="list-style-type: none"> <li>■ Late Payment</li> <li>■ Returned Payment</li> </ul>	Up to <b>\$25.00</b> Up to <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided.

*\* The information in this disclosure was accurate as of 1/1/2013, and after that date is subject to change. Rates are based on creditworthiness and underwriting policies. Rates, charges, and fees stated apply unless a specific law requires a lesser amount, in which case the lesser amount shall apply.*

For current information, call Arizona Central Credit Union at (602) 264-6421 or toll free 1-866-264-6421; write to ACCU, P.O. Box 11650, Phoenix, AZ 85061-1650; or visit our website at [www.azcentralcu.org](http://www.azcentralcu.org).