# GEORGIA'S OWN CREDIT UNION
# VISA® CLASSIC CREDIT CARD AGREEMENT

## NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this agreement the words **you** and **your** mean each and all of those who apply for the card. **Card** means the VISA Classic 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 Classic Credit Card Line of Credit account with us. **We, us** and **ours** means Georgia's Own Credit Union.

**1. Security Interest.** As a condition for the approval of our credit card account you grant the Credit Union a specific pledge of your Credit Union deposit accounts.

**PLEDGE OF DEPOSIT ACCOUNT(S)-NOTE: You pledge, as security for what you owe, all present and future shares and/or deposits in all your single and multiple party deposit accounts. If you are in default the Credit Union has the right to apply all your present and future shares and/or deposits toward the amount you owe. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares.**

Collateral securing your existing or future debts to us, if any, may also secure your VISA account, except that any mortgage on your dwelling will not secure your VISA account.

**2. 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 persons responsible to pay the account. Any person using the card is jointly responsible with you for changes 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.

**3. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You agree to notify us immediately, orally or in writing at P.O. Box 105205, Atlanta, Georgia 30348 or telephone us at (404) 874-1166, (800) 533-2062 or on weekends, holidays, or after Credit Union hours, call: (800) 991-4961, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Credit Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed $50.

**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 by the amount of the payment which is applied to principle. 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 our adverse reevaluation of your credit-worthiness. 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. After revocations and/or termination, we may list your account number in a "Cancellation Bulletin", or otherwise inform firms honoring the card that the card issued to you has been revoked or cancelled. Any firm honoring the card has the right to retain or request surrender of any revoked, cancelled or expired card.

**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. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**6. Monthly Payments.** We will mail you a statement every month showing your Previous Balances of available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your savings or checking account with us. 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% of your Total New Balance, or $25, whichever is greater, or (b) your Total New Balance, if it is less than $25, 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. Payments and credits will be applied first to pay billed and unpaid FINANCE CHARGES and other charges and next to pay cash advances and purchases.

**7. Finance Charge.** New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or if you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. The FINANCE CHARGE (the periodic rate is 1.249% per month, ANNUAL PERCENTAGE RATE of 14.99% VARIABLE) is calculated separately for purchases and cash advances.

For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases and subtract any payments and/or credits that we apply to the purchase balance. This gives us the daily balance of purchases. Then, we add all the daily balances of the purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add any new cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

**Default APR:** If at any time your account is 60 days or more past due, we may increase your rate to 17.99%. The Default APR increase will cease to apply if we receive 6 consecutive required minimum payments from you on or before the payment due date, beginning with the first payment due following the effective date of the increase.

**8. Other Charges.** Cash Advance Fee (Finance Charge): 3% of advance amount. Late Charges: If your payment is **15 days late** you agree to pay a fee up to $35.00. Documentary Evidence Fees: We may charge you the following fees for copies of documentary evidence requested by you under the billing errors resolution procedures: (1) $8 for originals and (2) $4 for copies. Returned Check Charges: You agree to pay up to $35 for each check or draft issued by you to make a payment on your account which fails to clear and is returned unsatisfied. Statement copies: We will charge you a fee of $2.00 for each copy of a periodic statement requested by you.

**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 should you be in default on any other obligation to us, 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, 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 15% attorneys' fees if any sums owing hereunder are collected by or through an attorney at law.

**10. Using the Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the internet. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law.

**11. Return 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.

**12. Foreign Transactions (Finance Charge).** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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 the effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.8% of the amount of the transaction, calculated in U.S. dollars will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**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 you have made a good faith attempt, but have been unable to obtain satisfaction fom 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. 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.

**15. Waiver.** We may at our option extend the time for payment or reduce the required payments hereunder, or renew this Agreement, and any such extension, reduction, renewal, or other indulgence shall not relieve you from liability hereunder. Our failure to exercise any of our rights under this Agreement shall not be deemed to be a waiver of such rights or any other right hereunder.

**16. Disclaimer of Responsibility.** Services and benefits, other than credit, are provided by third parties not affiliated with us. There is no warranty, guarantee or indemnity on the part of us, either expressed or implied, pertaining to the third party services or benefits. The responsibility for the third party services and benefits resides with the third party provider thereof and not with us.

**17. Assignment.** We may assign, sell or transfer your VISA account to another financial institution. You agree not to assign or transfer any rights under this Agreement. Any assignment by you shall be null and void.

**18. Governing Law.** It is expressly agreed that this Agreement and all transactions hereunder, and all rights of the parties hereto, shall be governed and interpreted as to validity, construction, enforcement and in all other respects by the laws of the State of Georgia.

**19. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given us. Notice sent to any one of you will be considered notice to all.

**20. Copy Received.** You acknowledge receipt of a copy of this Agreement.

**21. Acts Making Agreement Binding.** Applicant(s)' signing the Application Form or the Open-End Plan Signatures and/or using or permitting another to use the VISA card(s) referred to herein shall bind applicant(s) to the terms and conditions hereof and all amendments.

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* Your Annual Percentage Rate may be adjusted quarterly and will be determined by adding a margin between 8.74% and 13.74% to the Prime Rate published in the *Wall St. Journal* five business days preceding January 1st, April 1st, July 1st, and October 1st each year. Your rate will not be more than 18.00%, regardless of the *Wall St. Journal* Prime Rate. Your Annual Percentage Rate and margin may vary according to your creditworthiness and qualifications.