



## VISA CREDIT CARD AGREEMENT SHARE SECURED, CLASSIC, GOLD & PLATINUM

(Including Federal Truth in Lending Disclosures)

This Visa Credit Card Agreement and the Account Disclosures accompanying this Agreement will govern your Share Secured VISA, Classic VISA, Gold VISA, and Platinum VISA Credit Card and account issued by Denali Alaskan Federal Credit Union. In this Agreement the words “you,” “your,” and “Borrower,” mean each and every person who signs the application for this Account. The words “we,” “Credit Union,” and “our,” mean Denali Alaskan Federal Credit Union. By Requesting and receiving, signing, using or permitting others to use a VISA card issued to you by the Credit Union, you agree to the following terms:

**1. Maximum credit limit:** Borrower has applied to Denali Alaskan Federal Credit Union for a VISA Card Line-of-Credit. The loans which the Credit Union may extend to the Borrower under this account shall at no time exceed the assigned credit limit (“Maximum Credit Limit”).

**2. Loans covered:** Two types of credit are available to the Borrower under this Agreement. Borrower may utilize the VISA card to charge purchases of goods and services at businesses where VISA cards are accepted. Borrower may utilize the credit extended herein to receive cash advances from the Credit Union or other financial institutions honoring VISA cards. Additionally, you may use your Personal Identification Number (PIN) with your VISA card to get cash advances at Automated Teller Machines (ATMs) displaying the VISA symbol.

**3. Request for loans:** Borrower agrees that each use of the VISA Card constitutes a loan in the amount of the transaction. Borrower agrees not to exceed the approved Maximum Credit Limit under this Agreement. At the request of the Credit Union, Borrower agrees to return to the Credit Union the VISA card. Borrower is responsible for the safekeeping of the VISA Card.

**4. Promise to pay:** You promise to pay the Credit Union all amounts, plus any Interest Charges which arise from use of the card by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use.

**5. Currency Conversion/Foreign Transaction Fee:** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is 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. In addition, you will be charged a Foreign Transaction Fee of up to 2% of the transaction amount for any card transaction made in a foreign country.

**6. Periodic Rate and Corresponding Annual Percentage Rate:** The periodic Rate and Corresponding Annual Percentage Rate may vary monthly based upon an index. The index is the Prime Rate in effect on the 15th day of the prior month as published in the “Money Rates” section of the Wall Street Journal. The Credit Union adds to the index a margin of 10 percentage points for Share Secured VISA cards, 9 percentage points for Classic VISA cards, 7 percentage points for Gold VISA cards and 5 percentage points for Platinum VISA cards. The maximum Annual Percentage Rate that can apply is 18%. Any increase or decrease in the Annual Percentage Rate will affect the amount of each monthly payment. The Interest Charge includes interest and no other cost. The Annual Percentage Rate is divided by 12 to obtain the **Periodic Rate**.

**7. Circumstances under which an Interest Charge will be imposed:** The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any Interest Charge will be shown on the periodic statement for that billing cycle as the “New Balance.”

(A) **Credit purchases.** An Interest Charge will be imposed on the portion of purchases included in the new balance that remains unpaid on the due date following the closing date. This “grace period” allows you to avoid an Interest Charge on purchases for a billing cycle. However, to the extent you do not pay your purchase transactions within the grace period, your Interest Charge will accrue from the date purchases are posted to your account.

(B) **Cash advances.** An Interest Charge will be imposed on Visa cash advances that you obtain through the use of your VISA card as of the date of each such Cash Advance and will continue to accrue until the balance is paid in full.

**8. Method used to determine the balance on which the Interest Charges may be computed and amount of Interest Charge:** The Interest Charge for a billing cycle is computed by applying the periodic rate to the “average daily balance.” To get the “average daily balance,” we take the beginning balance of your account each day, add any new purchases, cash advances and other charges, and subtract any payments or credits and unpaid Interest Charges. 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. Periodic statements:** We will send you a statement showing advances, payments, and credits made to your line of credit account during the billing cycle, as well as your “New Balance,” and Interest Charge and any late charges or other fees. Your statement also will identify the minimum payment you must make for that billing period and the date it is due.

**10. Minimum payment:** Borrower agrees to pay each month a minimum monthly payment plus any payment past due together with any balance which exceeds Borrower’s Maximum Credit Limit. The minimum monthly payment will be 3% of the outstanding balance or \$20.00, whichever is greater, and will be due by the due date shown on the statement. Any outstanding balance less than \$20.00 is payable in full. Borrower may pay any outstanding balance prior to maturity in whole or in part without penalty. We can accept late payments or partial payments, or checks, drafts and money orders marked “Payment in Full,” or having similar language of accord and satisfaction, without prejudice to our rights under this agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum monthly payment. Your payments may be allocated at the Credit Union’s discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Interest Charges will continue to accrue in accordance with this Agreement.

**11. Returns and adjustments:** Merchants and others who honor the VISA Card may give credit for returns or adjustments by sending us a credit slip which will be posted to the Borrower’s account. If the Borrower’s credits and payments exceed what the Borrower owes we will hold and apply this credit balance against future purchases and cash advances or refund it on the borrower’s written request if it is \$1 or more.

**12. Default:** You will be in default under this Agreement if any of the following occur: (a) any minimum monthly payment is not made when it is due; (b) you become insolvent, bankrupt, or you die; (c) you violate any part of this Agreement, or any other Agreement with us; or (d) if we reasonably deem ourselves insecure on your credit line. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire balance immediately due and payable, and you agree to pay that amount. If you default on any part of this Agreement, you agree to pay the Credit Union all costs to collect your account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fees and costs may be added to your account balance and will bear interest at the Annual Percentage Rate in effect at that time. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

**13. Credit Union lien and security interest:** If you have signed a separate Security Agreement, the extent you owe the Credit Union money as a Borrower under this Agreement, the Credit Union has a lien on any and all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of funds. You agree that the Credit Union may apply, without further notice, any or all such funds and earnings on such funds toward payments due, and collection costs in the event of default. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union does not waive its rights to enforce its lien, the Credit Union does not waive its rights to enforce its lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts, now and in the future, and grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your account. If you default, we have the right to recover any of these goods, which have been paid for through application of your payments in accordance with this agreement or to use the funds from your accounts to pay any debt or amounts owed to the Credit Union, except obligations secured by your dwelling. Collateral securing other loans with the Credit Union, except for your dwelling, may also secure this agreement. 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 this security interest.

**14. Termination of credit and acceleration of payment:** Borrower understands and hereby agrees that this agreement may be terminated and any and all amounts then due and owing may be accelerated and deemed immediately due and payable upon occurrence of any of the following conditions:

- A. In the event of default; or
- B. Upon failure of the Borrower to satisfy the terms of this agreement; or
- C. Upon the Borrower’s failure to make any payments when due on any loan with the Credit Union; or
- D. Upon Borrower’s failure to satisfy the terms of this agreement and any future amendments; or
- E. Upon adverse re-evaluation of the Borrower’s creditworthiness; or
- F. Death or legal incapacity of the Borrower or a joint borrower; or
- G. You engage in any fraud or material misrepresentation in connection with the line of credit; or
- H. At the option of the Credit Union or Borrower.

Borrower further understands and acknowledges that termination in any event shall not affect Borrower’s obligation to pay any outstanding balance.

**15. Responsibility of borrower:** Borrower is required and does hereby agree to report to the Credit Union any change in Borrower’s NAME, ADDRESS or EMPLOYMENT. Borrower agrees not to consummate any consumer credit

transaction under this agreement upon knowing that credit privileges under this Agreement have been terminated or suspended.

**16. Late charges:** If your required minimum payment is not received at the Credit Union by the due date, you must pay \$15.00.

**17. Liability of persons signing:** Each Borrower(s) acknowledges that they shall be individually, jointly and severally liable for the payment of all sums owing under the terms and provisions hereof and Borrowers waive demand protest and notice of protest and dishonor same. Whenever used herein, the singular includes the plural.

**18. Overdraft protection fee:** If you request overdraft protection, any overdrafts on your share draft account or any other share draft account(s) as designated by you will be charged against your unsecured credit limit and will be subject to the Interest Charge applicable to your unsecured amount.

**19. Annual fee:** An annual fee of \$15.00 will be assessed for Share Secured cards. The annual fee will bill on your monthly statement within 60 days of opening the credit card and within 60 days of your anniversary date thereafter.

**20. Other charges:** Other charges which may be added to this account are: **Two cards per account Free; Rush Card Fee \$30.00-\$50.00 Additional or Replacement Cards \$5.00 each Research/Charge Back Fee \$15.00; Returned Check \$20.00 Document Copy \$3.00\***  
\*Charge not imposed if copy for resolution of a billing error.

**21. Ownership of cards:** Any card or other device that we supply to you 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 instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or Account to another person. You may not use the card or Account for any transaction that is illegal or unlawful. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**22. PIN:** If we issue a PIN for use with your card in accessing your line of credit at ATMs, these numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your account.

**23. Amendments:** We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.

**24. Remitting payments:** All payments for VISA card accounts should be sent to Denali Alaskan Federal Credit Union, 440 E. 36<sup>th</sup> Avenue, Anchorage, AK 99503 or in the envelope provided. Payments will be credited on the date received. Payments received at this address on or before 7:00 PM on any business day will be credited to your Account as of that date; payments received by mail at that address after 7:00 PM or on a weekend will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement. Written notices and inquiries to the Credit Union must be sent to Attn: Visa Administration, 440 E. 36<sup>th</sup> Avenue, Anchorage, AK 99503.

**25. Loss or theft of credit card-Liability for unauthorized transactions:** You agree to notify us immediately of the loss, or the theft or the unauthorized use of any card or credit instrument or device which we supply to you. You may notify issuer at (907) 257-7200 Monday-Saturday excluding holidays OR after hours call First Data at (800) 556-5678. You will not be liable for any

losses provided you were not grossly negligent or fraudulent in handling your card.

**26. Credit information/financial statements:** You authorize us to release information to others (e.g. credit bureaus, merchants, and other financial institutions) regarding the status and history of your line of credit. You agree to provide us a current financial statement and updated credit information upon request.

**27. Governing law:** This agreement shall be governed by the laws of the state of Alaska and the Federal government, where applicable.

**28. Your Billing Rights under the Fair Credit Billing Act:** Keep this notice for future use. It 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 the address shown on your bill. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement and at least three 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. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

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

If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. 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 determined 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 you question even if your bill is correct.

**Special Rule for Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your 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 purchase. There are two limitations on this right:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address.
2. The purchase price must have been more than \$50.

These limitations do not apply if your purchase was based on an advertisement we mailed to you, or if we own or operate the merchant.

## Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR):<sup>5</sup></b>	<b>8.25% to 13.25%</b>	When you open your account, based on your credit-worthiness. After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>8.25% to 13.25%</b>	This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>8.25% to 13.25%</b>	This APR will vary with the market based on the Prime Rate.*
<b>Penalty APR and When it Applies</b>	<b>8.25% to 13.25%</b>	This APR may be applied to your account if you: 1) Make a late payment; 2) Go over your credit limit twice in a six-month period; 3) Make a payment that is returned, or 4) Do any of the above on another account that you have with us. <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
<b>How to Avoid Paying Interest on Purchases</b>		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.
<b>Minimum Interest Charge</b>		If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Tips from the Consumer Financial Protection Bureau:</b>		To learn more about factors to consider when applying for or using a credit card, visit their website: <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>

## Fees

<b>Annual Fees</b>	None on Visa Platinum, Gold, Classic. \$15.00 Share Secured.
<b>Transaction Fees</b>	Balance Transfer: None • Cash Advance: None • Foreign Transaction: Up to 2% of each transaction in U.S. dollars.
<b>Penalty Fees</b>	Returned Payment: Up to \$20.00 • Late Fee: \$15.00
<b>Other Fees</b>	None

**How we will calculate your balance:** We use a method called "average daily balance (including new purchases)."

**Billing Rights:** Please refer to your account agreement for details on billing-error rights.