



Hughes
Federal Credit Union

P.O. Box 11900
Tucson, Arizona 85734-1900

AGREEMENT FOR VISA CREDIT CARD

Account Name _____

CU Account Number _____

The undersigned (hereinafter referred to as "cardholder(s)"), jointly and individually, hereby authorizes the Hughes Credit Union (hereafter referred to as "Credit Union"), to:

Establish a separate line of Credit account to be known as a "Credit Card Account".

Issue a VISA credit card(s), hereinafter referred to as the "Card", to be used by any of the cardholder(s) to make purchases or cash advances up to the approved credit card account limit, and to charge such purchases or cash advances against the credit card account designated below. The Card is also to be used by any of the cardholder(s) to make cash withdrawals from automated teller machines, or any other financial transaction machine, as authorized by the Credit Union, and to charge such cash withdrawals against the credit card account designated below.

Cardholder(s) and Credit Union Agrees:

1. The Card will be valid through the expiration date printed on the face of the card. Cardholder(s) requests the Credit Union to issue a renewal or replacement card before the current card expires and to continue to issue renewal or replacement cards until Cardholder(s) tells Credit Union to stop.
2. No other person is permitted to use Cardholder(s) card for identification, for charges, or for any other reason. Cardholder(s) may be liable for the unauthorized use of the card. Cardholder(s) will not be liable for unauthorized use that occurs after cardholder(s) notifies Hughes Federal Credit Union at P.O. Box 11900, Tucson, Arizona 85734-1900, (520) 794-8341, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, Cardholder(s) liability will not exceed \$50.00 or the value obtained through the unauthorized use before the Credit Union is notified, whichever is less. Cardholder(s) shall notify Credit Union at once if the Card is lost, or stolen, or used without Cardholder(s) authorization. Credit Union reserves the right to deny authorization for any requested charge.
3. For value received and to be received, Cardholder(s), jointly and individually (each shall be agent for the other and be responsible for the advances to the other whether with knowledge of same or not), promises to pay the Credit Union or order at the Tucson Arizona office, or such other place as it may designate, all sums advanced from time to time under this Credit Card Account Agreement plus a FINANCE CHARGE (interest) at daily periodic rate on the unpaid balance(s), both before and after maturity, that are not repaid within any allowable "grace period" in effect when the advance is made. The FINANCE CHARGE begins to accrue on the date of each cash advance of funds, including cash withdrawals made with the card.
4. The ANNUAL PERCENTAGE RATE
 - (a) In effect as of the date of this Credit Card Account Agreement is disclosed in the attached "Hughes Federal Credit Union Credit Card Disclosure" notice which is hereby incorporated herein and by reference made a part hereof, and
 - (b) shall be determined by the Hughes Federal Credit Union's Board of Directors, and
 - (c) shall be subject to modification and adjustment on any day of the month hereafter until this loan is fully paid and discharged, provided a written notice is given at least forty-five (45) days prior to the effective date of such modification and adjustment, and
 - (d) shall not exceed the maximum rate allowed by applicable laws governing Federal Credit Unions.

An increase in the ANNUAL PERCENTAGE RATE may increase the number of monthly payments, but the minimum payment amount will remain as stated in item 6 below.

A decrease in the ANNUAL PERCENTAGE RATE may reduce the number of monthly payments, but the minimum payment amount will remain as stated in Item 6 below.

5. If this credit card credit line is a share secured loan; upon execution of this secured open end credit plan the Credit Union is given a pledge and security interest in your shares, share or security certificates, deposits, payments, and earnings thereon.

Funds Pledged on Account # _____ **X** _____ **X** _____

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE, WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF.

Dated: _____ **X** _____
Signature of Joint Cardholder

X _____
Signature of Primary Cardholder

ID # _____ **X** _____
Signature of Joint Cardholder

ID # _____ ID # _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was acknowledged before me this _____ day of _____ 20 _____ by _____

NOTARY PUBLIC: _____ My commission expires: _____

| | |
|---|------------------------------|
| \$ Current Limit(s) | VISA Credit Card Account No. |
| *You will be notified by us, in writing, of any further changes to your credit card account limit(s). | |

6. The credit card account shall be repaid as follows:

Either the full amount billed shall be paid or, at the option of the undersigned, an installment equal to at least the required minimum payment. If the outstanding balance on a Classic, Gold or Platinum credit card is \$15.00 or less, it shall be payable in full. The required minimum monthly payment shall be the greater of:

(a) \$15.00 for Classic, Gold or Platinum credit cards.

(b) 3% of that portion of the outstanding balance which does not exceed the Cardholder(s) credit limit, plus the entire portion of the outstanding balance in excess of the credit limit, plus any amount past due, rounded to the nearest whole dollar.

7. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate dollars will be at the (i) the wholesale market rate or (ii) the government mandated rate; whichever is applicable, in effect one day prior to the processing date, increased by one percent.
8. Each payment shall be first applied to any outstanding late charges, then to FINANCE CHARGES earned to the date of receipt of said payment and the remainder applied to the unpaid principal balance. A statement of account shall be furnished monthly, or more frequently if required by law, and shall also be furnished to Cardholder(s) at any time upon request and payment of a service charge.
9. THE CREDIT UNION MAY TERMINATE THE RIGHT OF THE CARDHOLDER(S) TO USE THE CARD AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE. Further, upon demand by the Credit Union, Cardholder(s) will immediately return and surrender the Card to the Credit Union without further negotiation. All rights and privileges extended under this agreement shall terminate on any expiration date determined solely by the Credit Union. It is specifically agreed that the Credit Union would not issue the Card if it were not for the Cardholder(s), jointly and individually, agreeing to all matters contained in this Agreement.
- * 10. Cardholder(s) agree that any monies borrowed or advanced in the course of this agreement shall be secured by any tangible goods, excluding member's home, owned by Cardholder(s) which the HUGHES FEDERAL CREDIT UNION now has or in the future may have, a security interest in by virtue of any other security agreement(s) executed by Cardholder(s) and HUGHES FEDERAL CREDIT UNION.
11. Cardholder(s) grants to Credit Union a purchase money security interest under the Uniform Commercial Code in any goods purchased through the Credit Card Account. In the event of any default, Credit Union is hereby authorized to recover any of these goods which have not been paid for by Cardholder(s).
12. This document and the payments due hereunder may be guaranteed by any person(s), if required and who is not a member of said Credit Union.
13. Any guarantor or co-maker of this plan shall be obligated for the full amount of all advances granted to the undersigned from time to time but may be relieved of liability for future advances but not past advances upon receipt by the Credit Union of a signed written statement to such effect.
- * 14. In the event of any default in the payments as herein agreed, then the entire unpaid balance of the credit card account, together with accrued interest, shall, at the option of the Credit Union, become immediately due and payable as principal, which amount thereafter shall bear interest pursuant to the terms of this agreement. In the event of any action to enforce the terms, conditions, and provisions of this Agreement or to enforce collection of any sums due hereunder, Cardholder(s) agrees to pay, and Credit Union shall be awarded, its costs, including collection costs, court costs and attorney's fees, whether or not suit is filed. I understand that interest of 1 1/2% percent per month will be charged on the unpaid balance of my account. In addition, if this debt, or any portion of it, is turned over to an outside debt collector, Cardholder(s) agree to pay an additional 35% to 50% of the balance so turned over, to defray creditors additional expense. Cardholder(s), jointly and individually, covenant and agree that their community property and the respective separate property of each of them shall be liable for the payments of the obligation evidenced by this account together with all costs of collection and suit, including reasonable attorney's fees and court costs. Cardholder(s) are hereby notified that they may have exemption rights in the personal property pledge and in which Credit Union is granted a security interest. Cardholder(s) with such notice waive any such exemption rights in the personal property so pledged and in which Credit Union is granted said security interest. Further, Cardholder(s) waive grace, presentment, demand, notice of dishonor and protest.
15. This agreement/contract shall be deemed to have been made in Pima County, Arizona, regardless of the order in which the signatures of the parties shall be affixed hereto; and shall be interpreted and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Arizona. As part of the consideration for the execution of this agreement by the creditor, the undersigned hereby agree that all action and/or proceedings arising directly or indirectly from this and any other contract agreement with this creditor, shall be litigated only in courts within the State of Arizona; and further that the undersigned hereby consent to the jurisdiction and venue of Pima County, Arizona.
16. The Credit Union may retain the original agreement to comply with Federal and/or State law, and may change the terms of this agreement from time to time upon, at least, forty-five (45) days prior written notice mailed to the Cardholder(s) last known address as shown on on records of Credit Union, subject, however, to the terms of Section 226.9(c) of the regulations, as amended, issued under the Truth in Lending Act. (Regulation Z). Credit Union will consider that Cardholder(s) have accepted the changes if the card is kept or used after receipt of said change(s). If Cardholder(s) do not accept the changes, this agreement may be terminated by cutting the card in half and returning the pieces to Credit Union. Cardholder(s) will still be responsible for all fees and charges made before this agreement is terminated.
17. In the event that any one or more of the foregoing provisions of this Agreement are deemed invalid or unenforceable, for any reason, by any court of law, then in no event shall the remaining provisions be held to be invalid or unenforceable. The remaining provisions shall have the full force and effect of law and be enforceable in any court of law.
18. The Credit union may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If the Credit Union delays or waives any of its rights, the Credit Union may enforce that right at any time in the future without advance notice.
19. Cardholder(s) acknowledge(s) receipt of a duplicate copy hereof, before the first charge or advance is made.
*Item requires primary cardholder's initials.
20. LATE CHARGES: If you fail to make your required monthly payments, the Credit Union may impose a late charge of \$30 for any installment that has not been received within 10 days after the payment is due. Refer to the Rate/Fee Schedule as fees are subject to change.

* Primary Initials _____

* Joint Initials _____

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning HUGHES FCU is the National Credit Union Administration, 4807 Spicewood Springs Road, Austin, Texas 78759, (512) 482-4500.