

**26. TERMINATION:** We may terminate or suspend your credit privileges under this Agreement, at any time, in our sole discretion without demand or notice. If we are required by law to give you a reason for adverse action for credit denied, we will do so. You must notify us in writing if you decide to terminate the Agreement. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of the Agreement and your liability hereunder shall otherwise remain in full force and effect until all cards or credit instruments or devices issued to you have been canceled and/or returned to us and you have paid us all sums due us.

**27. NON-REISSUANCE:** For security purposes, Star One Credit Union VISA Credit Cards are reissued every two years. If at the time of reissue your VISA Credit Card Account has been inactive for at least 12 months, we reserve the right to not reissue you a new Card and may close your VISA account.

**28. TRANSFER OF ACCOUNT:** You cannot transfer your account to any other person.

**29. ACCELERATION:** If you are in default as provided above, or if we in good faith reasonably believe that the prospect of payment or performance is impaired, amounts you owe us shall, at our option and without notice, become immediately due and payable.

**30. DELAY IN ENFORCEMENT:** We can delay enforcing any right under this Agreement without losing that right or any other right.

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

**32. SEVERABILITY:** If any provision of this Agreement is held invalid all provisions that are severable from the invalid provision remain in effect.

**33. OWNERSHIP OF CARDS:** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card. The Card may be repossessed at any time at our sole discretion without any demand or notice.

**34. PIN SECURITY:** You agree not to disclose or otherwise make your Card or Personal Identification Number ("PIN") available to anyone without prior written consent. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your account. For security reasons, please do not write your PIN on your Card or keep it in the same location as your Card.

**35. CURRENCY CONVERSION/FOREIGN TRANSACTION FEE:** Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by VISA® for the processing cycle in 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 cardholder statement posting date. The Credit Union has no control over the conversion rate. In addition to the conversion rate selected by VISA®, a separate VISA International Service Assessment Fee up to 1% is charged to the Credit Union and will also appear as a separate line item on your statement.

**36. CREDIT REPORTS:** You authorize us to make or have made any credit, employment and /or investigative inquiry we deem appropriate for the extension of credit or collection of amounts owing on the account. We can furnish information concerning your account to consumer reporting agencies and others who appear to have a business need for that information.

**37. ADDRESS:** You agree to advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service for any authorized user. All written notices and statements from us to you will be sent to your address as it appears on our records.

Written notices and inquiries from you to us must be sent to:

Star One Credit Union  
P.O. Box 3643  
Sunnyvale, California 94088-3643

**38. GOVERNING LAW:** This Agreement will not take effect until it is approved by the Credit Union in the State of California. All payments shall be made to the Credit Union at the Credit Union's offices. This Agreement shall be governed by the laws of the State of California.

**39. PHONE CALLS:** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

## YOUR CREDIT CARD 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 the Credit Union address on your statement.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, 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.
- 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. 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.

*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:

- 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.

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

- *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 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 you question even if your bill is correct.

*Your Rights If You Are Dissatisfied With Your 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. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (*Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.*)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the above address. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### STAR ONE CREDIT UNION

**Sunnyvale**  
1080 Enterprise Way, Suite 150  
Sunnyvale, CA 94089  
Enterprise Way & 11th Ave.

**Cupertino**  
10991 North DeAnza Blvd.  
Cupertino, CA 95014  
DeAnza Blvd. & Homestead Road

**San Jose**  
1090 Blossom Hill Road  
San Jose, CA 95123  
Blossom Hill Road & Almaden Expwy

**San Jose**  
3136 Stevens Creek Blvd.  
San Jose, CA 95117  
Stevens Creek Blvd. & S. Winchester Blvd.

**Palo Alto**  
3903 El Camino Real  
Palo Alto, CA 94306  
El Camino Real & Ventura Ave.

Administration Building  
1306 Bordeaux Dr  
Sunnyvale, CA 94089

**Mailing Address**  
Star One Credit Union  
P.O. Box 3643  
Sunnyvale, CA 94088-3643

**Phone Numbers**  
866-543-5202  
408-543-5202

**WEB ADDRESS**  
www.starone.org



# VISA Credit Card Agreement and Disclosure Statement for: Platinum, Gold and Classic

9/2013

## VISA CREDIT CARD AGREEMENT

**1. DEFINITION OF PARTIES:** This VISA Credit Card Agreement (“Agreement”) covers your VISA Credit Card (“Card”) issued through Star One Credit Union. In this Agreement the words “you,” “your,” and “yours” include any joint obligator, guarantor, authorized user, or the person whose name is embossed on the Card. The words “we,” “us,” and “our” mean Star One Credit Union.

**2. AGREEMENT ACCEPTANCE:** If you sign an application for any account under this Agreement or sign or use any Card(s) issued or Personal Identification Number (PIN); or allow others to use the account, Card(s) or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions.

**3. SIGN YOUR CARD:** Immediately sign the signature panel on the back of your Card upon receipt. The Card must be signed in order to be valid.

**4. VISA CREDIT LINE:** We have established and advised you of the “Credit Line,” which is the limit on the total balance that may be outstanding in your account at any one time. Your VISA Credit Line is to be considered a signature loan. The maximum signature limit cannot be exceeded. Therefore, other outstanding signature loans must be taken into account when your VISA Credit Line is established. You agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you temporarily exceed your VISA Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your VISA Credit Line; however, we can increase your VISA Credit Line at our sole discretion.

**5. USING YOUR CARD:** You may use your account for purchases of services and merchandise from participating merchants that honor your Card. You may also use your Card to obtain a cash advance from participating financial institutions. Neither we nor any merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card or any other credit instruments or devices we supply to you.

**6. ILLEGAL OR UNLAWFUL TRANSACTIONS:** You agree that you will not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that Star One Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold Star One Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

**7. ATM ACCESS FOR CASH ADVANCES/ATM CASH ADVANCE LIMITS:** Your Card and Personal Identification Number (PIN) can be used to obtain cash advances from your VISA Credit Card account at Star One Credit Union ATMs and at other ATMs in the VISA ATM network and other such machines or facilities that we may designate. There are no fees for requesting cash advances on Star One Credit Union owned ATMs. There may be fees for cash advances at ATMs owned by other institutions. You may obtain cash advances against your account up to a maximum aggregate total of \$500 per day provided sufficient funds are available.

**8. CHECKING ACCOUNT OVERDRAFT COVERAGE:** Your VISA Credit Card may also provide Overdraft Coverage on your Star One Credit Union checking account. If you authorize us to link your Credit Card account to your checking account for overdraft coverage and the balance in your checking account is not sufficient to pay the transaction amount, we may treat the transaction as a request to access your VISA Credit Line. The funds may be transferred from your VISA Credit Line into your checking account in \$100 increments. These transfers will be treated as cash advances. If sufficient credit is not available on your VISA Credit Card account to cover the amount of the check or other item, we will be unable to initiate a cash advance loan advance under this Agreement for purposes of checking account overdraft coverage.

**Limit:** Your Checking Account Overdraft Coverage limit will be part of, and not in addition to, your total approved Credit Line under this Agreement.

**Liability For Overdrafts Caused by Any Checking Account Signer:** You understand that if advances are made against your VISA account to cover overdrafts to your checking account created by other persons with the right to access said checking account, you will be fully liable for such advances nonetheless.

**9. VISA CONVENIENCE CHECK:** If we approve, you may obtain advances under your Account by writing preprinted VISA convenience loan checks that we supply to you. Your use of loan checks will be shown as cash advances on your monthly statement. We may not honor your loan check if: your check is post-dated; payment of the check would exceed your Credit Limit; a check is signed by person without authorized access; the amount of the check is less than the minimum required amount; your Account has been terminated or suspended, or any drafts have been reported lost or stolen. You may stop payment on a loan check if you provide us with the exact information describing the check. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to your actual charges, however, a dishonor for the reasons stated above is not a wrongful dishonor. Only the person whose name is printed on a convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. You may write these checks for any amount providing your total outstanding balance does not exceed your available credit limit and your credit card remains in good standing. We are entitled to return it unpaid if there is not enough available credit on your account to pay it, if you are in default under this Agreement, if your card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated. A VISA convenience check may not be used to make a payment on your VISA credit card account or any other Star One loan obligation. The Credit Union shall have no liability for any convenience check returned in excess of your credit line.

**10. YOU PROMISE TO PAY:** You promise to pay us in United States dollars, by cash, check or money order as provided by this Agreement, all such amounts, plus **Interest Charges**, which arise from such use of the Card or account 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 for the use.

**11. MINIMUM PAYMENT REQUIRED:** Minimum Monthly Payment. We will mail you a statement every month if your account has a balance. You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2.5% of your outstanding balance (“New Balance”) or \$20.00, whichever is greater. If your outstanding balance is \$20.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked “payment in full” 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 payment. The minimum monthly payment 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 monthly payment will be allocated first to higher rate balances, as applicable.

**12. AUTOMATIC PAYMENT OPTION:** If you have elected Automatic Payment (or “AutoPay”), the Credit Union will automatically deduct and transfer your monthly VISA Credit Card payment from your designated Credit Union, checking or savings account on the scheduled Payment Due Date. The Automatic Payment Option is voluntary, is not a condition of credit or this Agreement and can be withdrawn by you at any time. The Automatic Payment option remains in effect until the Credit Union receives notification from you terminating the arrangement. Your request for termination must give the Credit Union reasonable opportunity to act on it.

When you elect AutoPay, you agree that we may adjust the automatic payment amount each month to agree to either the minimum monthly

payment (Required Payment Due) or “Payment in Full” as authorized by you. Notification of the varying payment amount due and scheduled payment due date will be satisfied by providing you with a monthly billing statement reflecting this information. If sufficient funds are not available to satisfy the total amount of the payment when due; we will take whatever funds are available each processing day between the payment due date and the account cycle date until the scheduled payment is satisfied. If due to insufficient funds we do not transfer funds to make your required VISA Credit Card payment, you will be responsible to ensure that the required VISA Credit Card payment is made.

**13. Interest Charges:** The total outstanding balance of purchases, cash, and overdraft advances in the Account on the closing date of any Billing Cycle, including any **Interest Charges**, will be shown on the Periodic Statement for that billing Cycle as the “New Balance.”

**(a) Purchases.** An **Interest Charge** will be imposed on the portion of purchases included in the New Balance that remains unpaid within 25 days after the closing date. This “grace period” allows you to avoid an **Interest Charge** on purchases for a billing cycle. However, if you do not pay the New Balance for purchases within the grace period, your **Interest Charge** will accrue on any unpaid purchase transactions from the date of purchase.

**(b) Cash/Overdraft Advances** An **Interest Charge** will be imposed on Cash/Overdraft Advances from the date posted to the account to the date paid.

**14. DAILY BALANCE COMPUTATION METHOD:** The Credit Union figures the **Interest Charge** on your account by starting with your Daily Balance (excluding unpaid **Interest Charges**) and multiplying that number by the number of days during the Billing Cycle during which you had that balance. We do this for each balance you have during the Billing Cycle and add up the results. That total is the balance used to determine your **Interest Charge** and is divided by the number of days in the Billing Cycle, then multiplied by the **Annual Percentage Rate (APR)**, then divided by 365 days, and then multiplied by the number of days in the Billing Cycle to get your **Interest Charge** for the Billing Cycle. **Interest Charges** start to accrue on loan advances and on purchases from the date the loan advance or purchase is posted to your account and your loan balance is reduced when the Credit Union receives your payment or enters a credit. An **Interest Charge** will not be imposed on the portion of purchases that are paid within 25 days after the closing date.

**15. DAILY PERIODIC RATE AND Annual Percentage Rate: VISA Platinum Cards** - The Daily Periodic Rate used to compute the **Interest Charge** on VISA Platinum Accounts is .0239726% with a 8.75% **Annual Percentage Rate**.

**VISA Gold Cards** - The Daily Periodic Rate used to compute the **Interest Charge** on VISA Gold Accounts is .0267123% with a 9.75% **Annual Percentage Rate**.

**VISA Classic Cards** - The Daily Periodic Rate used to compute the **Interest Charge** on VISA Classic Accounts is .0287671% with a 10.5% **Annual Percentage Rate**, .0349315% with a 12.75%

**Annual Percentage Rate**, and .040411% with a 14.75% **Annual Percentage Rate**.

Refer to your VISA Credit Card approval letter for your applicable **Annual Percentage Rate**.

The **Interest Charge** for any Billing Cycle will be the sum of the **Interest Charge** for purchases and the **Interest Charge** for cash advances.

**16. PROMOTIONAL RATES:** From time to time, we may offer promotional Periodic Rates and Annual Percentage Rates lower than the Periodic Rate and Annual Percentage Rates (“Promotional Rates”) stated in this Agreement. The terms of any promotional rates will be disclosed to you at the time of the promotion in a separate addendum which will become part of this Agreement. At the end of the promotional period, the Periodic Rate and Annual Percentage Rate for your account will be the same terms as set forth in this Agreement.

### 17. OTHER FEES AND CHARGES:

**(a) Late Payment Charge** - If your Minimum Payment is not paid within 10 days after the Payment Due Date, you will be subject to a \$15.00 charge or the maximum late charge allowed by applicable law.

**(b) Returned Check Charge** - A \$13.00 charge will be made when a check submitted by you for payment on an account is returned to us, regardless of the reason.

**(c) Research and Copying** - If you ask us to examine your account or provide copies of documents, except in resolution of a billing error we may charge you \$3.00 for each duplicate statement, \$2.00 for each interim statement, \$3.00 for each photocopy of purchase drafts, and \$20.00 per hour for the research.

**(d) Annual Membership Fee** - None

**(e) ATM Fees** - If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.

**18. PAYMENTS:** We will apply your payments first to any billed fees, then to late charges, then to the **Interest Charges** on both purchases and cash advances, then to the principal balances of purchases in the order they were posted to your account, and then to the principal balance of cash advances. If two or more purchases were posted on the same day, your payment will be applied to the smallest first.

**19. PERIODIC STATEMENTS:** If, at the end of any monthly periodic interval which we may determine (the “Billing Cycle”), you have an outstanding undisputed debit or credit balance in your account, or if there is an Interest Charge imposed with respect to your account, we will send you a periodic statement for that Billing Cycle.

**20. ACCOUNT STATEMENT:** Unless you notify us of a billing error as described below, you accept your periodic statements as accurate statements of your account with us.

**21. USE OF THE ACCOUNT BY OTHERS:** If you permit another person to use your account, you agree to pay for (1) any transactions made by that person and (2) charges imposed on those transactions, even if the amount of the actual use exceeds your permission to the extent allowed by applicable law.

**22. LIABILITY FOR UNAUTHORIZED USE:** Lost/Stolen Notification: You agree to notify us immediately, orally or in writing at Star One Credit Union, P.O. Box 3643, Sunnyvale, California 94088-3643, telephone 408 543-5202 or 866 543-5202 of the loss, theft, or unauthorized use of your Card or other credit instrument or device that we supply to you. If you notify us of your lost or stolen Credit Card after discovery, you may not be liable for any losses related to credit transactions. This zero liability will apply provided you were not grossly negligent or fraudulent in handling your Card; otherwise your liability for unauthorized Visa Credit Card transactions may be up to \$50.

You agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of your Card, Account Number or PIN and to comply with such procedures as we may require with our processing and investigation.

**23. IRREGULAR PAYMENTS:** We can accept late payments or partial payments, or checks and money orders marked “payment in full” without prejudice to our rights under this Agreement, which are hereby explicitly reserved.

**24. DEFAULT:** You will be in default if you fail to pay as agreed, fail to comply with any provision of this Agreement, if you provide us with false information or signature, if you default on any account or other obligation that you have with us, or if you die, become insolvent, or file bankruptcy.

**25. ATTORNEYS FEES AND COSTS:** If you default on any part of this Agreement, you agree to pay us all costs to collect your account, including court costs and reasonable attorneys 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.

<b>INTEREST RATES AND INTEREST CHARGES</b>			
Annual Percentage Rate (APR) for Purchases	8.75% Visa Platinum	9.75% Visa Gold	12.75 - 14.75% Visa Classic
	When you open a Visa Classic account, the applicable APR is based on creditworthiness		
APR for Cash Advances and Balance Transfers	8.75% Visa Platinum	9.75% Visa Gold	12.75 - 14.75% Visa Classic
	When you open a Visa Classic account, the applicable APR is based on creditworthiness		
How to Avoid Paying Interest on Purchases	Your due date is 25 days after the close of each billing cycle. We will not charge any interest on the portion of the purchases balance that you pay by the due date each month.		
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>		
<b>FEES</b>			
Annual Fee	None		
Transaction Fees Foreign Transaction Fees	Up to <b>1%</b> of the US dollar amount of the foreign transaction.		
Penalty Fees Late Payment Fee	<b>\$15</b>		
Return Item Fee	<b>\$13</b>		

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Account Agreement.

**Minimum Payment Required:** The minimum monthly payment will be 2.5% of your outstanding balance or \$20.00, whichever is greater.