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September 2013

Terms and Conditions
Visa Credit Card Agreement

In this Agreement the words “you”, “your” and “yours” mean the cardholder and anyone the cardholder permits to use the card. “Card” means the Visa credit card and any duplicates, renewals, or substitutions the Credit Union issues to you. “Account” means your Visa credit card line of credit with the Credit Union. “We”, “us” and “our” means DHCUCU Community Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

Acceptance: This Cardholder Agreement (the Agreement) is effective September 1, 2013. This Agreement or any portion of it could become effective on an earlier date because of new federal law. This Agreement governs your credit card account. You promise to pay for all transactions, interest charges and fees assessed on your account, and any past due amounts.

Amendments: We have the right to change the terms of the Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APR’s, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

The Agreement is entered into and shall be governed, in all respects, by the laws of the State of Illinois.

1. Using your Account: If you are approved for an account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, plus “other charges”) that you will have outstanding on your Account at any time. If you exceed your credit limit, you may be charged a fee.

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.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don’t follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with the 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 property or services. There are two 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; and
(b) The purchase price must have been more than \$50.

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

Closing Date

All transactions received after the closing date will appear on your next statement.

Insertion Date: 9/01/2013

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card account with us. You have the right to terminate this Debt Protection at any time by notifying us in writing. Debt Protection coverage is not available for Visa Business Platinum Cards.

Illegal Transaction: You warrant and agree that your Card will not be used to make or facilitate any transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including, but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever, for any such use of you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at:

Customer Service

P.O. Box 31112

Tampa, FL 33631-3112

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Written Notice:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit.

You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on you bill, you will not have to pay any finance charges related to any questioned amount. If we didn’t make a

Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. The card(s) you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or by the Credit Union. Failure to surrender your card(s) will result in a card recovery fee of \$50 each, should you attempt to use the card(s).

Effect of Agreement: This Agreement is the contract which applies to all transactions of your account even though the Sales, Cash Advances, Credit or other slips you sign or receive may contain different terms. You agree to all the Terms and Conditions contained in the Visa Disclosure and Agreement.

No Waiver: The Credit Union can delay enforcing any of its rights any number of times without losing them.

Statement and Notices: You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

Credit Information: You authorize the Credit Union to investigate your credit standing when renewing or reviewing your account, and you authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

Foreign Transactions: Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. An international service assessment fee of 1% of the international transaction amount will be assessed.

Merchant Disputes: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your Purchase cost more than \$50 and was made in your state of residence or within 100 miles of your home.

Debt Protection: If you elect Debt Protection, as set forth in your application or otherwise, then the charges will be added to your account balance on each billing cycle, if your Debt Protection application is approved. Debt Protection is voluntary and not required to obtain a credit

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and just and also those costs, expenses and attorney’s fees incurred in appellate, bankruptcy, and post-judgment proceedings.

Default: You will be in default if:

- you fail to make any minimum payment or other required payment by the date that it is due.
You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due.
You will be in default if you make any false or misleading statements on any credit application or credit update.
You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe.
You will be in default if you exceed your credit limit.
You will be in default if we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or others on time.

When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay finance charges, at the periodic rate charged before default, until what you owe has been paid. Any shares that were given as security will be applied towards what you owe. You agree to pay reasonable collection expenses, including card recover fee, attorney’s fees, court costs and/or collection agency fees, and costs to the extent allowed by applicable laws or regulations. You understand that contingency or hourly fee arrangements may be established under an agreement entered into by the Credit Union with an attorney and/or collection agency to collect amounts due under this agreement if you are in default and you hereby agree that any such fee arrangement is reasonable.

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature of your Account at any time, for any reason, including Account inactivity, without notice. If we close your account or suspend your credit privileges or any feature, we will not be liable to you for any consequences that result. If you or we close your Account, you and any authorized users must stop using your Account immediately and destroy all cards, checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

Changing or Terminating your Account: The Credit Union may change the terms of this agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement of the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as future transactions. Either the Credit

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If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. **Using your card/credit limit:** 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. For Internet purchase transactions you may be required to use a password associated with your Card before you will be permitted to complete the transaction. 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 may access your line of credit with Cash Advance Convenience Checks, if available. Whenever you use a Convenience Check, it will be charged against your account as a Cash Advance. You agree to notify us if your Convenience Checks are lost or stolen. You must return them to us upon our request. You may not use your Convenience Checks to pay your account charges with us. We are not obligated to pay a Convenience Check under the following circumstances or any other circumstances, which we deem necessary.
 - A. Your credit limit has been exceeded or would be exceeded by this transaction.
 - B. You have failed to pay amounts owed to us when due or have failed to follow any terms of this agreement.
 - C. You have notified us that your Convenience Checks or Card has been lost or stolen or that there may be unauthorized use of your Convenience Checks or account.
 - D. Your account has been closed for any reason.

Certain purchases and cash advances will require an authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you may have sufficient credit available. Also, for security reasons, we may block the usage of your Card in certain countries, geographic areas or merchants. We will not have any liability to you or others if any of these events occur.

3. **Responsibility:** If we issue you a Card, you agree to repay all debts and the finance charges arising from the use of the Card and the Card account. For example, you are responsible for charges made by yourself, your spouse, minor children and your employees. You are responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. Business Platinum cards are not to be used by anyone except the cardholder or his/her employees. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. If either party closes the account, the Credit Card(s) must

be surrendered to the Credit Union. Should unauthorized use occur after the account is closed, the card will be picked up by a merchant, and you will be responsible for each \$50 card recovery fee. Your obligation to pay the account balance continues even though an agreement, divorce decree or other persons are 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 jointly responsible for all charges on the account, including yours.

Joint Account: If this is a joint Account, each person on the Account must sign the Agreement (by signing on the Application). Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. This account will appear on each of your credit reports. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
Liability for Unauthorized Use/Lost/Stolen Card Notification: You understand that your total liability to the Credit Union shall not exceed \$50 for any Card transactions resulting from the loss, theft, or unauthorized use of the Card that occurs prior to the time you gave notice to the Credit Union. If you credit card is lost of stolen or if you think someone may be using it without your permission, you will immediately notify us by calling 1-800-449-7728.

4. **Payments:** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges and other charges added to your Account, under the terms of the or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to; any authorized user's permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit. The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion. You must pay the Credit Union in U. S. dollars drawn on funds on deposit in the United States. If you make payments with other currencies or from an institution domicile outside of the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method if applying payments and credits to your account. We may accept checks marked "Payment in Full" or with words similar effect without losing any right to collect the full balance of your account. You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time
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using our sole discretion based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on the credit available to you under this agreement any time the Credit Union receives a large payment by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

Monthly Payment: You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full you must pay at least the minimum payment by the time and date it is due. Each minimum payment will be the greater of \$10 or 2% of your new balance. You may, of course, pay more than the minimum payment. This will reduce the interest charges that are added to your account. In addition, any time your total new balance exceeds your credit line, you must immediately pay that excess upon our demand. Payments are applied in the following order: First, to outstanding Finance Charges; next, to Fees (accumulated for exceeding your credit limit and/or late payments not received by the time and date it is due (or the 10th day after the Billing Cycle Closing Date); then, to Minimum payment cash advances; Minimum payment credit purchases; and lastly, to Balance cash advances and Balance credit purchases. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs (if applicable).

Finance Charges: You agree to pay the FINANCE CHARGE during any Card Billing cycle in which you (a) received or had an outstanding cash advance (b) failed to pay in full the balance of charges shown on the previous statement during the grace period or (c) received or had an outstanding balance transfer. You can avoid a FINANCE CHARGE on purchases made since your last statement date. You must pay the Total New Balance on your statement within 25 days of the statement closing date. Otherwise, the FINANCE CHARGE of purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to FINANCE CHARGES from the date they are made. To arrive at the TOTAL FINANCE CHARGE, we figure the finance charge separately for purchases and cash advances on your account by applying the applicable periodic rate set forth below to the "average daily balance" or purchases (including current transactions), and to the "average daily balance" on cash advances (including current transactions). To get each "average daily balance", we take the beginning balance each day, add any new purchases (if calculating the "average daily balance" for purchases), add any new cash advance (if calculating the "average daily balance" for cash advances), and subtract any payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the total number of days in the billing

cycle. This gives us the "daily average balance".

7A. ANNUAL PERCENTAGE RATE (APR) The Annual Percentage Rate is determined when your card is established. The Annual Percentage Rate is based on your cumulative credit score/history. The interest portion of the FINANCE CHARGE calculated at the Annual Percentage Rate will be **8.90%, 9.90%, 10.90%, 11.90%, 12.90%, 13.90% or 16.90%** per month (periodic rate of .02438%, .02712%, .02986%, .03260%, .03534%, .03808% and .04630% respectively) of your charges subject to interest, including all balances of charges outstanding. By providing you with written notice by mail, addressed to your last known post office address, not less than forty five (45) days prior to any increase in the FINANCE CHARGE, DHCU may establish an Annual percentage Rate of more than 8.90% for charges subject to interest during certain periods of time as permitted.

For Business Platinum cards the interest portion of the FINANCE charge is calculated at the ANNUAL PERCENTAGE rate of 11.50% (periodic rate of .031506) of your charges subject to interest, including all balances of charges outstanding. By providing you with written notice by mail, addressed to your last known post office address, not less than forty five (45) days prior to any increase in the FINANCE CHARGE, DHCU may establish an Annual percentage Rate of more than 11.50% for charges subject to interest during certain periods of time as permitted.

Promotional Finance Charges: From time to time and at our sole discretion we may offer a special rate applicable to certain transactions, such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth, in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

Returns and Adjustments: Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request.

Interest Rate: The interest rate on your individual/personal Visa account is determined by your individual credit score and will be the rate in effect at the time of card issuance. Business Platinum Visa accounts are determined by current

posted credit union rates for Business Visa Accounts. Your interest rate may be adjusted to the rate in effect when your credit history is reviewed during a periodic review of your credit score.

11. **Other Fees and Charges:** Your account will be subject to the following fees and charges:
 - a. Late Payment Fee: A late fee of \$35 will be added to your account if you are late in making a payment.
 - b. Over the Credit Limit Fee: An Over the Credit Limit fee of \$35 may be added to your account if you over your credit limit.
 - c. Return Check Fee: If a check used to make a payment on your account is returned unpaid, a \$35 return check will be added to your account.
 - d. Visa Automatic Payment: If funds are not available in the account designated by you to pay your monthly Visa payment, a \$35 fee will be added to your Visa account.
 - e. Visa Convenience Check: If a convenience check is written against your Visa account and you do not have the line of credit available, the check will not be paid and your account will be assessed a \$35 fee.
 - f. Statement Research Fee: A fee of \$20 per hour and \$3 for each copy of monthly statements will be added to your account for statement research.
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Security Interest: To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in section 5.

You grant us a security interest in all individual and joint share accounts and/or deposit accounts you have with us now and in the future to secure what you owe under the credit card agreement. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. 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 and deposits.

Demand/Cross-collateral Clause: If the card is cancelled or surrendered is demanded by issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against cardholder or his property, issuer may elect to declare all amounts then owed to issuer to be immediately due and payable without notice or demand of any kind. If cardholder has other loans from issuer, or takes out other loans with issuer in the future, collateral securing these loans, excluding any dwellings, will also secure the Cardholder's obligations under this agreement. Cardholder agrees to pay all costs incurred by issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorney's fee as may be reasonable