



## VISA CLASSIC CREDIT CARD AGREEMENT AND DISCLOSURE

**1. INTRODUCTION.** This Agreement covers your VISA Classic Credit Line of Credit issued as part of the loan plan under your Loan Contract Agreement with Rogue Credit Union ("Lender"). In this Agreement the words "you", "yours", "applicant", and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words, "we", "us", "our", and "Lender" mean Rogue Credit Union. The word "Card" means any one or more credit cards as requested issued under this Account. If you sign an application for this account or sign or use any Card or PIN, or allow others to use the Card 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 which will govern this Account.

**2. PURCHASES AND CASH ADVANCES.** You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your credit line. You may use your Account to get cash advances from us. You may also use your Card to get a cash advance from participating financial institutions and designated automatic teller machines. You may 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.

**3. OVERDRAFT PROTECTION.** If we approve overdraft protection, you may access your line of credit account by overdrawing your checking account. We will treat any overdraft item as a request for a loan advance on your line of credit. Overdraft transfers will be made in amounts sufficient to cover the overdrawn item. You understand that any owner on your checking account may obligate you to repay overdraft advances by overdrawing the checking account.

**4. VISA CHECKS.** If we approve, you may obtain advances under your account by writing preprinted loan checks that we supply to you. Your use of loan checks will be treated as cash advances. We may not honor your loan check if your check is postdated, payment of the check will exceed your credit limit, a check is signed by a 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 checks 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 loan check printing and charges for stop payment requests, returned items, check copies, and other fees or costs we incur in handling your loan checks. Our liability for a wrongful dishonor is limited to your actual losses; however, a dishonor for the reasons stated above is not a wrongful dishonor.

**5. YOU PROMISE TO PAY.** You promise to pay us all such amounts, plus any Finance Charges, which arise from 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 from the use. You promise to pay us either by direct payment or by automatic transfers from shares or payroll deduction.

**6. CREDIT LINE.** If your application is approved by us, this agreement will constitute a revolving line of credit for an amount which will be the credit line under your Account. We will advise you of the amount of your credit line. That amount will be the maximum amount you may have outstanding at any time. You agree not to attempt to obtain more credit than the amount of your credit line. However, if you temporarily exceed your credit line, you agree to repay the excess immediately, even if we have not yet billed you.

Obtaining such credit does not increase your credit line and if you exceed your Credit Limit repeatedly, we may suspend your credit privilege under this Agreement. We retain the right to increase or decrease your credit line at any time for any reason. Any increase or reduction on the limit of your credit line will be shown on your monthly statement or by separate notice together with any changes in the applicable minimum monthly payments. Your eligibility for this credit line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your credit line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due under this Agreement and returned all Cards.

**7. 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 by the payment due date. The minimum monthly payment will be 3.0% for Classic accounts or 2% for Platinum accounts of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 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. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Finance Charges will continue to accrue in accordance with this Agreement. Payments received at: Rogue Credit Union, PO Box 4550, Medford, OR 97501 on or before 5:00 PM Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Pacific Time 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.

**8. 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 your Account. If you default, we will have the right to recover any of these goods which have not been paid through application of your payments in the manner described in Section 5. In addition, you agree that all collateral you give (or have given) the Credit Union to secure other loan obligations (except real estate or a dwelling) in the past and in the future, also secures your obligations under this Agreement. You also grant us a security interest in all your shares, deposits, and accounts (except for Individual Retirement Accounts and Keogh Plans) at the Credit Union.

**9. MONTHLY STATEMENTS.** Each month we will send you a statement showing purchases, cash advances, payments, and credits made to your Account during the billing cycle, as well as your "New Balance", any Finance Charge and any late charges. Your statement also will identify the minimum monthly payment you must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transactions on your Account. Unless you notify us of a billing error in accordance with the section entitled "Your Billing Rights", you accept your monthly statement as an accurate statement of your Account with us.

**10. CIRCUMSTANCES UNDER WHICH AN FINANCE CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases and cash advances in the Account on the closing date of the billing cycle, including any Finance Charge will be shown on the Periodic Statement for that billing cycle as the "New Balance".

(a). Cash Advances. An Finance Charge will be imposed on cash advances from the date made or from the first day of billing cycle in which the cash advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.

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

**11. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED.** The Finance Charge for a billing cycle is computed by applying the monthly periodic Rate to the average daily balance of cash advances, purchases and balance transfers. The "Average Daily Balance" is determined by dividing the sum of the daily balances during each billing cycle by the number of days in the cycle. Each daily balance of cash advances and credit purchases is determined by adding to the outstanding balance of cash advances and credit purchases at the beginning of the billing cycle any new cash advances and credit purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

**12. METHOD OF DETERMINING THE AMOUNT OF FINANCE CHARGE.** Any Finance Charge shown on your monthly statement is determined as follows: We figure the Finance Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of your Account.

**13. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.** The Periodic Rate and corresponding Annual Percentage Rate that is used to compute the Finance Charge is variable. The Annual Percentage Rate is based on an index which is the highest Wall Street Prime Rate as of the last day of the month as published in The Wall Street Journal (Western Edition) from time to time. To determine the Annual Percentage Rate, we add a margin to the index. The amount of the margin depends on the type of account, your credit profile, and other factors we deem appropriate. The margin applicable to your account will be provided to you at the time of opening your card. The Annual Percentage Rate is divided by 12 to obtain the periodic rate. The rate can change monthly effective the first day of the billing cycle. Any increase or decrease in the Annual Percentage Rate will affect the number of monthly payments you may have to make. The initial periodic rate and Annual Percentage Rate will be provided to you with your Card.

**14. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.**

- a. Returned Check Charge. A \$25.00 charge will be made when a check submitted by you for payment on an account is returned to us, regardless of the reason.
- b. 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 \$5.00 for each copy.
- c. Late Fee. If any payment is past due for a period of 10 days, a late fee will be added to your account. The late fee will equal \$25.00.
- d. Replacement Card Fee. A \$5.00 charge per card may be imposed for each additional or replacement card you request.
- e. Additional PIN Fee. A \$2.00 charge per personal identification number (PIN) may be imposed for each additional PIN you request.
- f. Attorney's Fee. We may impose the following fees and charges on your Account. 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 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.

**15. CONDITIONS OF CARD USE.** The use of your Card and account are subject to the following conditions:

- a. Ownership of Cards. Any Card or other credit instrument or device which we supply 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.
- b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Currency Conversions/Foreign Transaction Fee. Purchase 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 1% of the transaction amount for any card transaction made in a foreign country.
- d. Notices and Payments. All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your account as of the date received.
- e. Personal Identification Number. We will issue you a Personal Identification Number (PIN) for use with your Card at VISA NET automatic teller machines (ATM's). 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 Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

**16. DEFAULT.** You will be in default under this Agreement if any of the following occur: (a) Any minimum monthly payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; (d) If we reasonably deem ourselves insecure or your credit line; or (e) You make any false or misleading statements on a credit application to the Credit Union. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right.

**17. GOVERNING LAW.** This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Oregon.

**18. LOSS OR THEFT OF CREDIT CARD.** You agree to notify us immediately, orally or in writing, at Rogue Credit Union, PO Box 4550, Medford, OR 97501, or telephone (541) 8587328 (after hours you may call 1(800) 682-6075) of the loss, theft, or unauthorized use of your Credit Card. If you notify us of your lost or stolen Credit Card you may not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your credit card; otherwise your liability for unauthorized VISA Credit Card transactions may be up to \$50.00.

**19. 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 credit line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or a new credit application upon request. We may investigate your credit directly or through a credit reporting agency.

**20. ACKNOWLEDGMENT AND AMENDMENTS.** You understand and agree to the terms and conditions in this Agreement, and the Fair Credit Billing Notice made a part hereof. You also understand and agree that you may be subject to other agreements with us regarding transfer instruments or access devices which may access your credit line. 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.

**YOUR BILLING RIGHTS – KEEP THIS NOTICE 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: Rogue Credit Union, PO Box 4550, Medford, OR 97501. 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.

**Rogue Credit Union**  
**VISA Classic Credit Card Account Disclosures**  
**VISA Card – Rates and Fees**

<b>INTEREST RATES AND FINANCE CHARGES</b>	
Annual Percentage Rate (APR) for Purchases, Cash Advances & Balance Transfers	<b>12.25% - 15.75%</b> Based on your creditworthiness and other factors as determined at the time of account opening. This APR will vary with the market based on the Prime Rate.
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 Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>
<b>FEES</b>	
Annual Fee	NONE
Transaction Fees -- Cash Advance Fee	NONE
Penalty Fees -- Late Payment Fee -- Returned Check Charge -- Over-Limit Charge Fee	\$25 \$25 NONE
Other Fees -- Foreign Transaction Fee	Up to <b>1%</b> of the US dollar amount of the foreign transaction.

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

<b>Your APR is based on the following:</b>			
Index:	Prime Rate	Margin:	9.00% - 12.50%
Your Daily Periodic Rate is:	0.03356% - 0.04315%		
We reserve the right to amend the VISA Classic Credit Card Agreement as permitted by law.			
The above rates and fees are current as of:		August 1, 2021	

