

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p><b>0.00%</b> Introductory APR for 12 months from date of account opening.</p> <p>After the Introductory APR expires, your APR will be <b>18.90%, 21.90%, or 25.90%</b> and existing balances will be subject to this rate. This APR is based on your creditworthiness. The APR will vary with the market based on the U.S. Prime Rate.</p>
Annual Percentage Rate (APR) for Balance Transfers	<p><b>0.00%</b> Introductory APR for the first 12 months from date of account opening. Introductory APR only applies to non-WECU balance transfers. After the Introductory APR expires, your APR will be <b>18.90%, 21.90%, or 25.90%</b> and existing balances will be subject to this rate. This APR is based on your creditworthiness. The APR will vary with the market based on the U.S. Prime Rate.</p>
Annual Percentage Rate (APR) for Cash Advances	<p><b>18.90%, 21.90%, or 25.90%</b> This APR is based on your creditworthiness. The APR will vary with the market based on the U.S. Prime Rate.</p>
Paying Interest	<p>To avoid paying interest on purchases, pay your new balance for purchases by the 10<sup>th</sup> day of the month following the billing cycle. We will not charge interest on new purchases if paid before the due date.</p> <p>We will begin charging interest on balance transfers and cash advances on the transaction date.</p>
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau (CFPB)	To learn more about factors to consider when applying for or using a credit card, visit the CFPB website at <a href="https://consumerfinance.gov/learnmore">https://consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> <li>• Balance Transfers None</li> <li>• Cash Advances None</li> <li>• Foreign Transaction None</li> </ul>
Penalty Fees	<ul style="list-style-type: none"> <li>• Late Payment Up to \$25</li> <li>• Returned Payment \$5</li> <li>• Returned Mail \$5 per Month</li> </ul>



Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement. We reserve the right to amend the Visa Consumer Credit Card Agreement as permitted by law.

### **How WECU calculates your balance**

We use a method called “average daily balance” (including new purchases and cash advances).

### **How WECU calculates your variable APR**

- After the introductory or promotional APR, we will add a “Margin” to the U.S. Prime Rate to determine your standard viable APR. For each billing period we will use the U.S. Prime Rate published in the Money Rates column of The Wall Street Journal. *The U.S. Prime Rate is 8.00 percentage points as of 10/02/2024.*
- The “Margin” for purchases, cash advances and balance transfers will be 10.90%, 13.90% or 17.90% percentage points, based on your creditworthiness.
- WECU Lux Visa APRs will be reviewed quarterly to determine if changes are needed based on changes in the U.S. Prime Rate

WECU reserves the right to change terms, rates (APRs) and fees, at its discretion in accordance with the card agreement for your account and applicable law.

**You may not qualify for the lowest APRs disclosed above. The APRs applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.**

### **Application of payments**

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.

### **25,000-point bonus notice details**

To qualify for the 25,000 bonus rewards points, a total of at least \$2,500 in net purchases (purchases minus returns and/or credits) must post to your account within 3 months from the date your account is opened. The bonus rewards points will show as redeemable within 1 - 2 billing periods after they are earned. Cash advances and balance transfers do not apply for purposes of this offer and may affect the credit line available for this offer. Ineligible transactions include but are not limited to: ATM transactions, cash advances of any kind, balance transfers, cash equivalents such as money orders and prepaid gift cards, casino gaming chips, wire transfers, off-track wagers, lottery tickets, or bets or wagers transmitted over the internet, fees or interest posted to a linked account, including but not limited to returned payment fees, late fees, and monthly or annual fees, do not earn rewards points. Refer to the WECU Lux Rewards Program Terms and Conditions for further details.



## Summary of the WECU Lux Visa Rewards Program Terms and Conditions

Effective: April 4, 2023

1. In this summary, You will find the following terms:
  - "You," "Your," or "Member" means each person who owns a WECU Lux Credit Card and participates in the WECU Member Rewards Program ("Program"), according to Our records.
  - "WECU," "We," "Us," or "Our" mean Whatcom Educational Credit Union.

### Additional Defined Terms

<i>Addendums</i>	Addendums supplement these Program Terms and Conditions to provide specific Terms and Conditions for Your WECU rewards-based Credit Card. The Addendum may also address Rewards expiration and forfeiture, and annual earning maximums.
<i>Credit Card</i>	An eligible WECU Credit Card that participates in the Program.
<i>Rewards Account</i>	An account within the Program that holds, calculates and/or collects Rewards.
<i>Rewards</i>	<p>The following items that You can earn by participating in the Program:</p> <ul style="list-style-type: none"> <li>○ Cash Rewards (including Rebates which will be earned as Cash Rewards)</li> <li>○ Points</li> </ul>

2. The Program Terms and Conditions and Addendum(s) represent the Program's complete terms (collectively "Terms"), including any additional terms and conditions that We reference within these Terms and any promotional terms and conditions for earning bonus Rewards. This Program is not available for products, promotions, or offers unless specifically allowed. Rewards only have cash value when You redeem them.
3. By participating in this Program, You agree to these Terms and acknowledge that You must also consent to certain agreements for online use of Your account.
4. You can earn unlimited Points, unless We tell You otherwise. You earn one (1) Point for every eligible \$1 You spend with this Credit Card for Net Purchases (purchases minus returns/credits). We round the amount to the nearest whole dollar. You earn an additional 2 bonus Points (for a total of 3 Points) for every eligible \$1 You spend in Net Purchases on Your Credit Card (rounded to the nearest whole dollar) for Net Purchases made at retailers whose merchant category for VISA is classified in the following categories:
  - Eating places and restaurants, drinking places, fast food restaurants, and caterers. The following may not earn bonus Points: food purchased at bakeries, grocery stores and other miscellaneous places that serve food or operate restaurants on their premises.
  - Home Improvement, furniture, appliances, landscaping, hardware stores, nurseries, and stonework businesses.



- o Entertainment is considered as movie theaters, commercial sports, golf courses, amusement parks, aquariums/zoos, tourist attractions, bowling, billiards, and miscellaneous recreation services.
- o Streaming services are considered as cable and other pay television, movies, music, and continuity/subscription services. The following may not earn bonus Points: Streaming services bundled with another product, membership, or service, or billed by a third party, such as a digital platform, a cable, telecommunications, or internet provider, online retailer, or in-vehicle streaming service. If your streaming service is not billed under the VISA category codes listed above, you may not be eligible for bonus Points.

If retailers do not process transactions using the appropriate VISA® category codes, You will not earn bonus Points but You will still earn Your 1 Point on Net Purchases. WECU has no control over how a retailer chooses to classify their business. Therefore, We reserve the right to decide which purchases qualify for bonus Points. This includes purchases You make using a third-party payment account, with a mobile/wireless card reader, or through an online marketplace with multiple retailers. These Points will appear in Your Rewards Account and be available for You to use in 1 to 2 months after they are earned. You may also earn bonus Points for promotions or offers connected to Your Credit Card account. We will let You know the terms and conditions for earning bonus Points when We have a promotion or offer for Your Credit Card. There may be a limit on bonus Points.

5. You do not earn Points on some transactions. Examples of transactions which do not earn Points:

Cash Advances and Equivalents of Any Kind	ATM transactions, cash advances, traveler’s checks, money orders, pre-paid gift cards, wire transfers
Balance Transfers	Balance Transfers
Disputes, Illegal Actions, and Violations	Disputed or illegal purchases, purchases that violate the terms of Your Credit Card account agreement or the WECU Rewards Program Terms and Conditions or Addendum
Fees and Interest of Any Kind	Fees or interest posted to Your Credit Card account such as returned payment fees, late fees, monthly or annual fees
Gambling Transactions of Any Kind	Bets or wagers transmitted over the internet, casino gaming chips, lottery tickets, off-track wagers

6. If You return a purchase or get a credit from a disputed purchase, these situations may reduce or eliminate Points You have earned and may cause a negative Points balance. Deducted Points will appear in Your Rewards Account in 1 to 2 billing periods.
7. Points do not expire while this Credit Card account is open.
8. You can earn Rewards in a variety of ways, including purchases made with Your Credit Card at qualifying merchants, other promotions or offers, or through transfers or gifts.
9. You can redeem Your Rewards for a variety of uses that include cash redemption options, charitable donations, merchandise, physical and electronic gift cards, or travel.



10. Points redemption options by phone or online are redeemable with a minimum of \$25/2,500 Points only and can be done either by automatically applying it to Your eligible WECU Checking or Savings accounts, or WECU credit products that are qualified to receive cash redemptions.
11. We reserve the right to modify, suspend, or cancel these Program Terms and Conditions at any time, with or without notice to you. If the Program is canceled, you will be given an opportunity to redeem your rewards balance within a limited time, after which you may forfeit any and all reward balances.
12. We can immediately suspend or disqualify You from the Program, in whole or in part, at any time and for any reason. We will suspend or disqualify You from the Program if You violate these Terms or Your Credit Card terms and conditions, engage in fraud or suspected fraud or someone associated with Your account does so, misuse or gaming the Program or if You take another similar action, according to Us in Our sole discretion. If We suspend or cancel Your Program, this action may prevent You from earning and/or using Rewards, decrease Rewards value, cause You to lose Rewards, and/or require Us to close Your Credit Card.
13. To participate, you must have a WECU Lux Signature Visa Credit Card account open with a credit limit of more than \$0.00. WECU reserves the right to suspend your accumulation of rewards or withhold redemption of accumulated rewards if you are in default on your WECU Lux Visa Signature Credit Card account obligations or any other obligation you have to WECU. If you or we close your WECU Lux Visa Signature Credit Card account, any accumulated rewards will be forfeited. WECU reserves the right to disallow or reverse credit for a reward if we determine it resulted from a transaction initiated for business purposes or any use other than personal, family, or household use.
14. These Terms are only a summary. Other restrictions and requirements apply. The full WECU Member Rewards Program Terms and Conditions for the WECU Lux Visa<sup>®</sup> Card will be provided upon enrollment. You can also find the most current WECU Rewards Program Terms and Conditions online at [wecu.com/wp-content/uploads/Member-Rewards-Terms-and-Conditions.pdf](https://wecu.com/wp-content/uploads/Member-Rewards-Terms-and-Conditions.pdf).

Your WECU Lux Signature Visa features several additional benefits at no cost to you. For additional information and details for utilizing the benefits below, please refer to the Lux Visa Benefits Guide. (link will be embedded here)

These benefits include:

### **NORTONLIFELOCK\***

No one can prevent all identity theft, so staying informed and knowing what to do when your identity is threatened can provide you with greater peace of mind. ID Navigator Powered by NortonLifeLock™ provides you with the tools to help keep you informed of potential threats to your identity, so you can act quickly should the unexpected happen. No cost to Visa cardholders, plus access to special discounts on other NortonLifeLock™ products.

### **EMERGENCY CASH DISBURSEMENT AND CARD REPLACEMENT\***

Lux Visa credit cardholders can get an emergency cash advance disbursed or a card replaced within one to three business days, in some cases, within 24 hours, after issuer approval. Any cash advance fees and interest charges that are associated with your credit card account would apply.

### **ROADSIDE DISPATCH\***

A 24/7 on-demand referral dispatch network that provides emergency roadside assistance, towing, or locksmith service when you need them. For assistance, call 1-800-847-2869. Terms apply.

### **TRAVEL AND EMERGENCY ASSISTANCE SERVICES\***

Offers emergency assistance and referral services designed to help you in case of an emergency while traveling. For assistance, call 1-800-922-6029. For calls outside the United States, call us collect at (630) 350-4551. Terms apply.

### **VISA SIGNATURE® CONCIERGE SERVICES\***

Your WECU Lux Visa Signature® Card helps you enjoy the things you love with complimentary Visa Signature® Concierge service 24 hours a day, wherever you are. Simply call 1-800-953-7392 for assistance booking flights, hotels, ground transportation, event tickets and more – even dinner reservations or golf tee times.

### **VISA SIGNATURE® LUXURY HOTEL COLLECTION\***

Enjoy a premium collection of benefits at a selection of the world's most intriguing and prestigious properties. Learn more about the Visa Signature Hotel Collection at [VisaSignatureHotels.com](https://www.VisaSignatureHotels.com).

\*Certain terms, conditions and exclusions apply. In order for coverage to apply you must use your covered Visa card to secure transactions. Please refer to your Lux Visa Benefits Guide for further details. To view benefits, please visit [wecu.com/wp-content/uploads/Lux-Visa-Benefits.pdf](https://wecu.com/wp-content/uploads/Lux-Visa-Benefits.pdf) or call us at **800-525-8703 TTY: 800-833-6388**



This Agreement covers this Visa Credit Card account, issued by Whatcom Educational Credit Union (WECU). In this Agreement the words “you,” “your,” “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,” “Lender,” and “the Credit Union” mean WECU. The word “Card” means any one or more credit card(s) issued to you under the Credit Union’s WECU Lux Card program. 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 and Account Interest Rates and Charges disclosures accompanying this Agreement, which will govern this Account.

Keep this document for future use. This notice contains information about your rights and our responsibilities under the Fair Credit Billing Act.

**TO REPORT A LOST OR STOLEN VISA CARD:** During regular business hours call WECU. After hours and weekends call 866-767-0814.

**1. Responsibility.** If we issue you a Card, by signing or using your Card or account number for any transaction, you agree to repay all debts and the **Interest Charges** arising from the use of the Card and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons 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 also jointly responsible for all charges on the account, including yours.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will report it immediately. During regular business hours, call the Credit Union at 360-676-1168 or 800-525-8703, press 1. After hours and on weekends call 866-767-0814.

**3. Liability for Unauthorized Use.** You agree to notify us immediately, orally or in writing, of the loss, theft or unauthorized use of your Credit Card. 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. You may not be liable for an unauthorized transaction, as long as you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware, you promptly report the loss or theft to us, otherwise your liability for unauthorized credit card transactions shall not exceed \$50.00.

**4. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment, which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this agreement or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**5. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our bylaws.

**6. Monthly Payment.**

A. 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 3.0% 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. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip this payment, **Interest Charges** will continue to accrue in accordance with this Agreement. Payments received at WECU, PO Box 9750, Bellingham WA 98227 at or before 5:00pm Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00pm Pacific Time, on a weekend or federal holiday 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.



B. Payment method. You may make your monthly payment by either an electronic or manual payment method. Electronic payment methods include payment transfers made through Online Banking, Telephone Banking, periodic preauthorized debits or payroll deduction. Manual payment methods include payments made in person, by mail, or telephone instructions through the Contact Center.

**7. Interest Charge.** An **Interest Charge** will be imposed on purchases included in the New Balance that remain unpaid on the 10th day of the month following the billing cycle. 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 purchase transaction from the date of purchase. Your Account has a variable rate feature and the Periodic Rate and corresponding Annual Percentage Rate (Interest Rate). The Interest Rate is based on the value of an index and can change monthly effective the first day of the billing cycle. The index is: The Wall Street Journal U.S. Prime rate on the first day of each month as published in The Wall Street Journal, plus a margin of 10.9, 13.9 or 17.9 to the index. The margin we add is based on your creditworthiness. The total of the index plus the margin amount that we add is the Interest Rate. The index will be reviewed quarterly to determine if adjustments to the Interest Rate need to be made. The Interest Rate includes only interest and no other costs. Any increase or decrease in the Interest Rate will affect the amount and number of the monthly payments you will make. The amount of the margin and the current Interest Rate that will apply to your Account will be disclosed with your Card. **Interest Charges** are calculated at the daily Periodic Rate (the Annual Percentage Rate divided by 365; for example, an APR of 13.4% would have a daily Periodic Rate of 0.036712%), on the average daily balances of purchases, balance transfers and cash advances in the account. We figure the Periodic **Interest Charge** on your Account by applying the Periodic Rate to the “Average Daily Balance” of the account including current purchases and cash advances for your Account. We take the beginning purchase and cash advance balances of your Account each day, add any new purchases and cash advances and subtract any payments or credits, unpaid **Interest Charges** and unpaid late charges to get the daily balance. We then add up all the daily balances and divide by the number of days in the billing cycle to get the Average Daily Balance. The **Interest Charge** is determined by multiplying the average daily balance by the number of days in the billing cycle and applying the Periodic Rate to the amount. No **Interest Charge** is imposed on purchases to the extent payments and credits for purchases are made on or before the 10th day of the month following the previous billing cycle.

**8. Other Charges.** Your account will be subject to other charges including, without limitation, a NSF check charge \$5.00; a late charge of up to \$25.00 will be assessed if your payment is not received within 10 days of the date due; copies of drafts \$12.00; a returned mail charge of \$5.00 per month.

**9. 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.

**10. Default.** You will be in default if your payments are not made when due. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney’s fees.

**11. Accessing Your Account.** You may access your Account by using your Card and Personal Identification Number (PIN), balance transfer coupons, or authorizing transactions with your account number over the phone or Internet. Additionally, you may access your available balance via Online or Mobile Banking.

A. Card use. To make a purchase or cash advance, you must comply with the Credit Union’s procedures for authorizing such transactions. You may present your Card to a participating Visa plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. You may complete the transaction by using your PIN in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the Visa system. You may authorize a purchase transaction with merchants by providing your Card account number and expiration date for transactions over the telephone or Internet. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, and credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of sales slips you may request. You may not use the Card for any illegal or unlawful transaction, including Internet gambling transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

B. Balance transfer coupons. If the Credit Union approves, you may access your account and obtain advances by signing a balance transfer coupon and authorizing the Credit Union to pay off existing obligations of other financial institutions. Your use of a balance transfer coupon will be shown as a credit advance on your monthly statement. The Credit Union may not complete your balance transfer request if the transfer advance would exceed your credit limit or your account has been terminated or suspended.

C. Online and Mobile Banking Cash Advance. You must be enrolled in Online Banking in order to access your line of credit via Online or Mobile Banking. Utilizing the transfer function within Online or Mobile Banking to access your line of credit will result in a cash advance and be reflected as such on your monthly statement. WECU may not complete your transfer advance request if the transfer advance would exceed your credit limit or your account has been terminated or suspended.

**12. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip, which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request in good faith after six months.

**13. Currency Conversion / Foreign Transactions.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date.

**14. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**15. Inactivity.** After 12 months of inactivity, as a fraud prevention measure, WECU will place a block on your Credit Card. If you wish to unblock your card please contact WECU.

**16. Security Interest.** You grant the Credit Union a security interest under the Washington Uniform Commercial Code in any goods purchased with your Card. You agree that all collateral you have given the Credit Union to secure other consumer loan obligations (except dwelling secured loans), in the past and in the future, will secure your obligations under this Agreement. In addition, by signing the Card Application, you have given the Credit Union a security interest in all your deposits, present and future, and all accounts (except Individual Retirement Accounts) with the Credit Union and you agree, upon default, the Credit Union may apply all that is secured to pay any amounts due under this Agreement, without further notice to you.

**17. Effect of Agreement.** This Agreement is the contract that applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this agreement from time to time by sending you the advanced written notice required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

#### **18. Credit Card Billing Rights.**

##### **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.

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the 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 the rules above, you do not have to pay the first \$50.00 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 \$50.00. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the good 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. 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.