

# Choice and Secured Variable Visa Credit Card Agreement



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 Choice Visa and Secured Variable Visa 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 800-682-6075.

**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 Charge** 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 800-682-6075.

**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

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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* Prime rate on the first day of each month as published in *The Wall Street Journal*, divided by 3 and rounded up to the nearest .50%. We add a margin of 8.4, 11.4 or 18.4 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 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; plastic replacement cost of \$5.00.

**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.

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**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.