

## REDBRAND CREDIT UNION VISA CREDIT CARD AGREEMENT

Updated 9-1-2012

In this Agreement the words "we", "us", "our" and "Credit Union" refer to the credit union named above; the words "you" and "your" mean each and all of those who agree to be bound by this Agreement. In addition, this agreement will be binding on your personal and legal representatives. "Card" means the VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues; "Account" means your VISA credit card line of credit account with the Credit Union.

**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, **FINANCE CHARGES**, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. 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 the VISA Card.** You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Disclosure. You may use your card to make purchases from merchants and others who accept VISA Cards. However, you agree not to use your account for any illegal purpose or illegal transaction. In addition, 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), such as the VISA ATM Network, that accept VISA Cards. (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 not obtain a Cash Advance if your account is delinquent, closed or the amount of the advance would cause your balance to go over your credit limit. The credit union is not responsible for the refusal of any merchant or financial institution to honor your card.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. You agree to pay all costs and expenses, including reasonable attorney's fees that we incur in enforcing this Agreement. If this is a joint Account, Section 17 below also applies to your account.

**4. Periodic FINANCE CHARGE.** The total outstanding balance of purchases, cash advances and balance transfers in the Account on the closing date of any Billing Cycle, including any **FINANCE CHARGES**, will be shown on the Billing Statement for that Billing Cycle as the "New Balance".

**VISA 1 – 6.99% APR** Your account will be subject to the Monthly Periodic **FINANCE CHARGE** Rate of .5825% and corresponding **ANNUAL PERCENTAGE RATE** of 6.99% applicable to the Redbrand Credit Union accounts, set forth in the Initial Disclosure provided to you.

**VISA 2 – 12.9% APR** Your account will be subject to the Monthly Periodic **FINANCE CHARGE** Rate of 1.075% and corresponding **ANNUAL PERCENTAGE RATE** of 12.9% applicable to the Redbrand Credit Union accounts, set forth in the Initial Disclosure provided to you.

The Periodic **FINANCE CHARGE** on Credit Purchases is calculated as follows:

A **FINANCE CHARGE** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of positing to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The **FINANCE CHARGE** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits posted to your account, but excluding any unpaid **FINANCE CHARGES**.

The Periodic **FINANCE CHARGE** on Cash Advances is calculated as follows:

A **FINANCE CHARGE** will be imposed on Cash Advances from the date made or from the first day of the 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.

The **FINANCE CHARGE** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid **FINANCE CHARGES**.

## **5. Account Fees:**

In addition to the periodic rate, the following additional fees may be imposed on your account if applicable.

**Cash Advance fee:** A fee of \$1.00 will be charged for each cash advance you obtain from an automated teller machine (ATM). Since Cash Advance fees are one time charges that must be included in calculating the **ANNUAL PERCENTAGE RATE**, the **ANNUAL PERCENTAGE RATE** shown on your periodic statement may exceed the corresponding **ANNUAL PERCENTAGE RATE** (which is based on Periodic **FINANCE CHARGE**) in any month for which a new Cash Advance, obtained from an ATM, is posted to your account.

**Return Payment Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$30.00.00 for each item returned.

**ACH Returned Payment Fee:** If an ACH used to make a payment on your account is returned unpaid, you will be charged a fee of \$30.00 for each item returned.

**Auto Pay Return Fee:** You agree to pay a fee of \$30.00

**Draft Copy Fee:** You will be charged for each sales draft copy that you request (except when the request is made in connection with a billing error made by the credit union.) Original \$9.00 – Photocopy \$5.00

**Late Payment Fee:** A late fee of \$20.00 will be charged if you fail to make the minimum payment within 30 days after the Payment Due Date. This will continue on each Due Date during the period which the account is 30 to 120 past due.

**Statement Copy Fee:** You agree to pay \$2.00 for each copy of a monthly statement or receipt you request unaccompanied by an allegation of error.

**6. Payments:** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is “Now Due,” your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3% of your Total New Balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**7. Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

**8. Security Interest.** Your Account is secured by all shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

**9. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that is due. You will be in default if you break any promise you make under this Agreement. 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 in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. In addition, you are in default if you fail to pay any other loans you owe us. You will be in default if there is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors. You will be in default if a guardian, conservator, receiver, custodian or trustee is appointed for you. You will be in default if there has been a material adverse change in your financial standing.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balances on your account, including any balance over your credit line. Legal/Collection Fee: You promise to pay, subject to

applicable law, all costs of collecting what you owe under this agreement and all costs of realizing on any security for the Plan, including court costs, collection agency fees and reasonable attorney fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy appeals or post judgment proceedings.

**10. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You agree to notify us immediately, orally or in writing at: Redbrand Credit Union, PO Box 4128, Bartonville, IL 61607 or telephone (309) 697-1447 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.00.

You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any authorized user.

**11. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to the future transactions.

Either you or the Credit Union 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. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards 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 the Credit Union. The Credit Union has the right to require you to pay you full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

**12. Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. However, we are not obligated to release any such information to anyone unless we are required by law to do so. The Credit Union can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

**13. 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 slip 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 or more, it will be refunded upon your written request or automatically after six (6) months.

**14. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at a time.

**15. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. currently the currency conversion rate used to determine the transaction

amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**16. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your 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 to the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within one hundred (100) miles of your home.

**17. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement. 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. 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.

**18. Additional Card Holders or Others Using Your Account.** You may add up to 4 additional card holders to your account at no extra charge. Each additional card holder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 10 of this agreement. We may request written verification from you regarding any change or cancellation to your account.

**19. Keep Your Pin Confidential.** You agree to keep your PIN confidential and separate from your Card at all times.

**20. Our Mailing Address.** PO Box 4128, Bartonville, IL 61607

**21. Important Notice to Our Member Who Contacts by Phone.** Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.

**22. VISA Rules and Regulations.** The services being provided to you under this Agreement are made possible by Issuer's status as a license of VISA U.S.A. You recognize Issuer's responsibility to comply with the current VISA U.S.A. rules and regulations and changes to them in order to continue to provide these services.

**23. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

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

**25. Law Governing This Agreement.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS OUR RIGHTS AND DUTIES AND YOUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING THE CONFLICTS LAW OF ILLINOIS AND THE UNITED STATES, REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and your account to Redbrand Credit Union because Issuer is located in Illinois, and to ensure uniform procedures and interpretation for all of our members,

no matter where they reside or use their accounts. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.

**26. Limitation on Lawsuits.** You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date that it arises or you agree to be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.

**27. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to anyone of you will be considered notice to all.

**28. Regulation Z Initial Disclosures.** By using your card, you acknowledge receipt from us of the Initial Disclosures required by Regulation Z of the Truth in Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the card and are incorporated in full in this agreement.

**29. If You Change Your Name or Address.** You agree to notify us in writing within twenty (20) days if you change your name, your home or mailing address, or home or business telephone number.

**30. Copy Received.** You acknowledge that you have received a copy of the Agreement.

**31. Signatures.** By signing in the Signature area of this Agreement, you agree to the terms of this Agreement. You should retain this Agreement for your records.

**32. For Credit Card Tips from the Federal Reserve Board** To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <http://www.consumerfinance.gov/learnmore>.

**33. Voluntary Payment Protection** We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option, we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**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 the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (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 share draft 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 Your Written Notice.**

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (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 an 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 that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't make a 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 (10) days telling us that you still refuse to pay, we must tell anyone we report you 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 can't collect the first \$50.00 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 the property or services that you purchased with a 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 one hundred (100) miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**By my(our) signature(s) below, we state we have received a copy of the Redbrand Credit Union Visa Credit Card Account Agreement**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Redbrand Credit Union Representative: \_\_\_\_\_

Date: \_\_\_\_\_