

# OREGONIANS CREDIT UNION VISA CREDIT CARD ACCOUNT AGREEMENT

**You grant us a security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts and Keogh Accounts) with the Credit Union to secure your Account.**

**1. INTRODUCTION.** This VISA Credit Card Account Agreement ("Agreement") and the Account Disclosures ("Account Disclosures") given to you when you opened your VISA Credit Card Account ("Account") will govern your Card and Account issued by Oregonians Credit Union ("Credit Union"). In this Agreement, the words "you", "your", and "yours" 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 "Credit Union" mean the Oregonians Credit Union and its authorized agents. The word "Card" means any one or more credit cards 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 and activate 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 to access your line of credit at automatic teller machines ("ATMs") within participating networks ATMs..

**3. YOU PROMISE TO PAY.** You promise to pay us all amounts, plus any Interest 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 check or other form of direct payment or by automatic transfers from shares or by payroll deduction.

**4. CREDIT LINE.** If we approve your application, 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 one 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. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount 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 us under this Agreement and returned all Cards.

**5. 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 closing date. The minimum monthly payment will be the greater of \$25 or 3.00% of your outstanding balance shown on your statement ("New Balance"). If your outstanding balance is less than \$25, you agree to pay the balance in full. In addition to the minimum monthly payment, you agree to pay any "Overlimit Amount" and any amount past due shown on your statement each month by the due date shown on your Statement. 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 does 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, Interest Charges will continue to accrue in accordance with this Agreement. Payments received at: Oregonians Credit Union, 336 NE 20<sup>th</sup> Ave, Portland, OR 97232, 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.

**6. SECURITY INTEREST.** By signing your application, to secure your Account, you grant us a purchase money security interest under the Oregon 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 for through application of your payments in the manner described in Section 5. You further agree that collateral securing other loans with the Credit Union (except loans secured by real property) also secure this Account. In addition, you granted us a security interest in all your shares and deposits, present and future, and all accounts with the Credit Union in which you have an interest, to secure all cash advances and purchases made under this Agreement. You understand that if you default on your VISA, the Credit Union may apply all that is pledged to your VISA. However, this pledge will not apply to retirement accounts to the extent that applicable law precludes the pledge of such accounts, or to loans secured by real property or a dwelling.

**7. MONTHLY STATEMENTS.** Each month, if your outstanding balance exceeds \$1 we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing cycle, as well as your Previous Balance, "New Balance", any Interest Charge, and any late charge or other 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 as described below, you accept your monthly statement as an accurate statement of your Account with us.

**8. CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases and cash advances on the Account on the closing date of any billing cycle, including any Interest Charge, will be shown on the Periodic Statement for that billing cycle as the "New Balance". There is a minimum Interest Charge of \$1.00 each month.

**a. Cash Advances.** An Interest Charge will be imposed on cash advances from the date of the cash advance transaction. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances.

**b. Purchases.** An Interest Charge will be imposed on purchases included in the new balance when the entire purchase new balance is not paid in full within 25 days after the closing date. Balance transfers are treated as a purchase balance for purposes of determining the Interest Charge. This "grace period" allows you to avoid an Interest Charge on purchases for a billing cycle. If you do not pay within the grace period, your Interest Charge will accrue from the date each purchase is posted to your Account. However, no Interest Charge is imposed on purchases if payments and credits sufficient to pay the "Purchase New Balance" shown on the periodic statement are received within 25 days of the closing date of the previous billing cycle.

**9. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE.** The Credit  
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Union figures the Interest Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases and cash advances for your Account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits, unpaid Interest Charge and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." To get the "Daily Periodic Rate," we divide the Annual Percentage Rate in effect for the billing period by 365.

**10. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.** The Periodic Rate and corresponding Annual Percentage Rate(s) used to compute the Interest Charge are set forth in the Account Disclosure that accompanies, and is a part of, this Agreement. The Annual Percentage Rate is divided by 365 to obtain the Daily Periodic Rate.

**11. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.** We may impose the following fees and charges under the Visa Credit Line:

- a. Late Charge.** If your regular scheduled monthly payment is not received within 10 days of the Payment Due Date shown on the statement, a late charge of 5% of the delinquent payment with a minimum charge of \$5.00 will be charged to the Account.
- b. Miscellaneous Copies.** If you request a copy of a sales draft or other document, we may charge your account \$7.50 for each document. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded.
- c. Card Replacement.** If your card is lost, stolen, or damaged we may charge your account \$10.00 for each replacement card that you request.
- d. PIN Replacement.** Should you request a replacement PIN (personal Identification number) we may charge your account \$5.00.
- e. Return Check Charge.** A charge of \$20.00 will be made if a check or draft submitted by you for payment on your account is returned to us for any reason.
- f. Cash Advance Fee.** There is a charge of 2.0% of the amount of each cash advance with a minimum charge of \$2.00 for advances taken by nonelectronic means (over-the-counter at institutions). There is no fee for any cash advance taken through electronic means such as an ATM.
- g. Card Retrieval Fee.** Should we ask for the return of your card and you fail to deliver it to our office at once, we may charge your account \$50.00 when we acquire your card by any other means.
- h. Reinstatement Fee.** Should we close your account due to delinquency or any other reason, and later agree to reinstate account privileges, we may charge your account \$35.00 upon reopening the account.
- i. Attorney Fees and Costs.** 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, fees for bankruptcy proceedings, appeals, and any post-judgment collection services, to the extent permitted by applicable law. Failure by us to charge any of the above stated fees does not relinquish our rights to charge any of the stated fees at a later date. We reserve the right to waive fees and charges at any time for any reason without relinquishing our right to charge fees in the future. These fees and costs may be added to your Account balance and will bear interest at the Annual Percentage Rate in effect at that time.

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

- a. Use.** Your Card and Account may be used only for valid and lawful purposes. You may not use your Card (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions.
- b. Ownership of Cards.** Any Card or other credit instrument or device which we supply to 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 or entity.
- c. Honoring the Card.** We may decline to honor any transaction for any reason. 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 to 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.
- d. 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 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 or automatically after 6 months.
- e. Foreign Transactions/Currency Conversion Fee.** 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 transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. In addition, you will be charged an International Transaction Fee of 1% for any card transaction made in a foreign country. This fee applies to any card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.
- f. Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly in writing 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. Written notices and inquiries to us must be sent to:

Oregonians Credit Union  
6915 SE Lake Road  
Milwaukie, OR 97267

- a. Personal Identification Number.** We will issue you a Personal Identification Number (PIN) for use with your Card in accessing your line of credit at automated teller machines ("ATMs"). 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 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. If failure to keep your PIN secure results in access to your Account, such access could be deemed authorized usage.

**13. 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.** If you use the card for an illegal purpose;
- d.** You violate any part of this Agreement, or any other agreement with us;
- e.** If we reasonably deem ourselves insecure on your credit line.

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 we incur, including fees and costs in any appeal or bankruptcy proceeding. We can delay enforcing any right under this Agreement without losing that right or any other right.

**14. 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.

**15. LOSS OR THEFT OF CARD.** You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use which occurs after you notify: 1-800-982-2974, Oregonians Credit Union, 6915 SE Lake Rd, Milwaukie, OR 97267 orally or in writing of loss, theft, or possible unauthorized use. You will not be liable for unauthorized use of your Card if you were not negligent or fraudulent in handling your Card. In any case, your liability shall not exceed \$50.

**16. 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 or updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

**17. SEVERABILITY.** If any provision of this Agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.

**18. AMENDMENTS.** We reserve the right to change any terms or conditions of this Agreement at any time, to the extent permitted by applicable law. We will notify you of the changes to this Agreement as required by law.

**19. BILLING ERRORS NOTICE, YOUR CREDIT CARD BILLING RIGHTS.** Keep this document 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 the address listed in Section 15 above. 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.

**20. ACKNOWLEDGMENT AND AMENDMENTS.** You understand and agree to the terms and conditions in this Agreement, the Account Disclosures, and the accompanying Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement, the Account Disclosures, and Fair Credit Billing Notice. This Agreement is the contract which 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 have the right to change any terms and conditions of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law. This Agreement is a final expression of the agreement between you and the Credit Union.

**Oregonians Credit Union**  
**VISA Credit Card Account Opening Disclosures**

INTEREST RATES AND INTEREST CHARGES	
<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances</b>	<b>9.90%</b>
<b>Paying Interest</b>	Your due date is approximately 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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	<b>\$1</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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">http://www.consumerfinance.gov/learnmore</a> .
FEES	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• <b>Cash Advance Fee</b></li> <li>• <b>Foreign Transaction Fee</b></li> </ul>	<p><b>2%</b> of the amount of each cash advance (<b>\$2</b> minimum) taken by nonelectronic means or over-the-counter at institutions. There is no fee for cash advances taken through ATMs.</p> <p>Up to <b>1%</b> of the US dollar amount of the foreign transaction.</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• <b>Late Payment Fee</b></li> <li>• <b>Returned Payment Fee</b></li> </ul>	<p><b>\$5</b> or <b>5%</b> of the late payment, whichever is greater.</p> <p><b>\$20</b></p>

**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 Credit Card Account Agreement.

**Periodic Rate:** The periodic rate that corresponds to the APR shown above is:            %.

*These Account Disclosures for the VISA Credit Card are part of and integrated with your VISA Credit Card Agreement with Oregonians Credit Union. We reserve the right to amend the VISA Credit Card Agreement as permitted by law.*