

VISA CREDIT/CHECK CARD AND ATM CARD AGREEMENT



PO Box 70225
Eugene OR 97401

1. **INTRODUCTION.** This Agreement covers the Visa Credit and Visa Check Card / ATM Card issued by Northwest Community Credit Union ("Credit Union"). This Agreement does not cover the Home Equity Visa Gold or Home Equity Platinum cards. 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," and "Credit Union" mean Northwest Community Credit Union. 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. **YOU PROMISE TO PAY.** You promise to pay us all amounts, plus any FINANCE CHARGES, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment, by automatic transfer or by payroll deduction.

3. PURCHASES, DEPOSITS, AND CASH ADVANCES.

Visa Credit Card Purchases. You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services or insurance wherever the Card is honored, up to the full amount of your Credit Line. You may use it to get a cash advance from participating financial institutions. You may also use your Card at ATMs identified as part of the PLUS, STAR, and CO-OP Networks, and other machines or facilities that we may designate to make withdrawals from your Visa line of credit.

Visa Check/ATM Cards. You must sign the card to use it. Once you have signed the Card, you can use it to buy or lease goods, services or insurance wherever the Card is honored. You may also use your Card at automatic teller machines (ATMs) identified as part of the PLUS, STAR, and CO-OP Networks, and other machines or facilities that we may designate. You may use your Visa Check Card at an ATM to:

- Make deposits to and withdrawals from your savings or checking accounts
- Make transfers between your savings and checking accounts
- Inquire about your savings or checking accounts

You understand that advances from your Personal Line of Credit will be governed by the terms, disclosures, and rate schedules of your previously signed Loan Account Agreement.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as the STAR, CO-OP or PLUS networks. The credit union will honor your debit transactions processed by any of these networks.

Transactions processed over the Visa network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g., Internet, mail or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights (such as the zero liability protections) in the section **Loss or Theft of Credit Card**, applicable only to Visa processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and may allow you to choose whether the transaction is processed by Visa or another network. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled **Electronic Funds Transfer Disclosures** will apply.

4. **LIMITATIONS OF TRANSACTIONS.** The maximum amount you may deposit at an ATM in any one day is \$10,000.00 (or \$5,000.00 if you have a Youth Visa Check Card). The maximum amount you may withdraw from ATMs or American Express travelers' check dispensers on any one day is \$300.00 for Classic Visa and \$500.00 for Visa Check Card, Visa Gold and Visa Platinum transactions (or \$200.00 if you have a Youth Visa Check Card), unless we inform you of other limits. Weekends and holidays will be treated as one day. If you enter your PIN number more than three times in one day your card will not be accepted by the ATM or Point of Sale (POS) terminal on the fourth attempt. Funds deposited at ATMs will be available for withdrawal immediately in the amount of the deposit or \$100.00, whichever is less. Funds exceeding \$100.00 will be available for withdrawal after one business day from date of deposit, subject to our funds availability policy, the terms of which may change from time to time. Transactions for the Visa Check Card and any of the Visa Gold or Visa Platinum Cards are limited to 20 per day; transactions for the Visa Classic and Youth Visa Check Cards are limited to 10 per day. There is also a daily purchase limit of \$20,000.00 for Visa Check, Visa Gold and Visa Platinum Cards; \$10,000.00 for the Visa Classic Card; and \$1,000.00 for the Youth Visa Check Card. These daily purchase and transaction limits may be superseded if you have already reached the limits of your available line of credit (or available balance in the case of Visa Check Cards).

5. **CREDIT LINE.** If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any 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 for any reason. 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 your 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.

6. **SECURITY INTEREST.** 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 4. You also grant us a security interest in all your deposit accounts with the Credit Union (except IRA accounts). If you are in default under this Agreement, the Credit Union may apply all balances in your deposit accounts to the balance owing under this Agreement. Collateral securing other loans with the Credit Union (except loans secured by real property) also secures this Account.

7. **PERIODIC STATEMENTS.** Each month, if you have an outstanding balance, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing cycle, your Previous Balance, your "New Balance," any FINANCE CHARGE, and any other charges. Your statement also will identify the remaining credit limit available and the "Required Payment Due" 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 transaction 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. **MINIMUM PAYMENT REQUIRED.** You agree that you will pay each month not less than the Minimum Monthly Payment on or before the scheduled monthly due date. Minimum Monthly Payments include all amounts past due, late charges, and the minimum regular payment. The minimum regular payment will be (a) 3% of your Total New Balance or \$20.00, whichever is greater (Classic Visa), 2% of your Total New Balance or \$20.00, whichever is greater (Visa Gold); or (b) your Total New Balance, if it is less than \$20.00, plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. You agree that you will pay each month the Minimum Monthly Payment on or before the due date shown on your periodic 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, and money orders marked "payment in full," without prejudice to our rights under this Agreement, which are hereby explicitly reserved. Payments will be applied first to late charges, then to other fees or charges, FINANCE CHARGES, then to balances attributable to purchases through the Billing Date, and then to balances attributable to cash advances through the Billing Date. The remainder, if any, will be applied to purchases since the last statement then to cash advances since the last statement.

9. **PAYMENTS.** Payments received by mail at the address shown on your periodic statement by 5 PM on a business day will be credited as of the date of receipt. In our sole discretion, we may waive the above provisions and receive payments at branch locations. Such payments will be credited to the account promptly, but crediting may be delayed for up to five days after receipt. You may elect to make your monthly payment by payroll deduction with participating employers.

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

- Purchases. A FINANCE CHARGE will be imposed on purchases included in the New Balance and transactions for purchases posted during the following billing cycle if the entire New Balance is not paid on or before the due date shown on your periodic statement. This "grace period" allows you to avoid a FINANCE CHARGE on purchases for a billing cycle. If you do not pay within the grace period, your FINANCE CHARGE will accrue from the date the purchase is posted to your Account.
- Cash Advances. A FINANCE CHARGE will be imposed on cash advances from the date each cash advance is posted to your Account. There is no time period within which to pay to avoid a periodic FINANCE CHARGE on cash advances.

11. **METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED.** The Credit Union figures the FINANCE CHARGE on your Account by applying the Daily Periodic Rate to the beginning daily purchase balance and cash advance balance for each day of the billing cycle. The beginning daily purchase and cash advance balance for the first day of the billing cycle is shown on the previous billing statement as the "Purchase Advance Balance" and "Cash Advance Balance." For each subsequent day, the beginning daily purchase and cash advance balances are determined by adding cash advances and purchases posted on the previous day to the previous beginning daily balance, and subtracting payments and credits posted on the previous day. No FINANCE CHARGE is imposed on purchases if payments and credits received on or before the due date shown on the periodic statement (which will be at least 20 days after the statement date) are sufficient to pay the "New Balance" shown on your periodic statement. Payments are applied first to late charges, then to fees, then to unpaid FINANCE CHARGES, then to balances attributable to purchases through the billing date, then to balances attributable to loan advances (including cash advances) through the Billing Date. If payments and credits exceed the "New Balance" shown on your statement, payments will be applied to purchases since the last statement, then cash advances, then cash advances since the last statement. Unless you give us different, specific instructions when you send a payment, we will credit any excess payment amounts to your credit card account.

12. **METHOD FOR DETERMINING THE AMOUNT OF THE FINANCE CHARGE.** The FINANCE CHARGE imposed on purchases and cash advances with respect to the billing cycle will be determined by multiplying each beginning daily balance for purchases and cash advances during the billing cycle by the Daily Periodic Rate and totaling the results. The FINANCE CHARGE for any billing cycle will be the sum of the FINANCE CHARGE for purchases and the FINANCE CHARGE for cash advances.

13. DAILY PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.

- Classic Visa.** For Classic Visa accounts, the daily periodic rate and ANNUAL PERCENTAGE RATE are based on your credit profile. The rate for your account will be disclosed to you on a document that is a part of this Agreement and is provided to you when your Account is opened.
- Visa Gold and Visa Platinum.** For Visa Gold and Platinum Accounts, the daily periodic rate and ANNUAL PERCENTAGE RATE may increase, and are based on an index, which is the Prime Rate as published in the Wall Street Journal (Western Edition). The Credit Union adds a margin to the index. The margin is two percentage points (2%) for Visa Platinum accounts and three percentage points (3%) for Visa Gold Accounts. The total of the index plus the margin that we add is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and not other costs. The ANNUAL PERCENTAGE RATE is divided by 365 to produce the daily periodic rate. The rate may change on the first day of your billing cycle each quarter (January, April, July, and October), based on the index rate published on the fifteenth day before the end of the prior quarter. Any increase or decrease in the interest rate will affect the number of payments you make.

14. **CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.** We may impose fees and charges on your Account as set forth below. The Credit Union reserves the right to assess other fees in the future, including a late payment fee. You will be notified of any new fees as required by law.

- Late Payment Charge.** If your Minimum payment is not paid within 10 days after the Payment Due date, you will be subject to a single charge of \$25.00.
- Returned Check Charge.** A \$6.00 charge will be assessed against your Account for each check returned to the Credit Union for any reason. The charge is \$25.00 if the check returned is drawn from your own account at another financial institution.
- Research and Copying Fees.** If you ask us to examine your Account or provide copies of documents, except in resolution of a billing error, we may charge you \$10.00 for each copy and \$10.00 per half hour for the research.
- Overlimit Charge.** An overlimit charge of \$25.00 may be assessed against your Account if your New Balance on the statement closing date exceeds your established credit limit.
- ATM Transaction Fee.** Transactions at any Northwest Community Credit Union or CO-OP Network ATM are free. Withdrawals and balance inquiries at a foreign ATM will cost \$1.50 each. In addition if you use an ATM that 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 will be debited from your account if you elect to complete the transaction. Foreign ATMs are any Automated Teller Machines not owned by Northwest Community Credit Union or ATMs not affiliated with the CO-OP Network.
- Travelers Check Fee.** American Express may charge a transaction fee on withdrawals at the time of each transaction made at an American Express Travelers Cheque Dispenser.
- NSF Fee.** For any item or transaction (check, ACH, purchase, Visa charge, Bill Pay, ATM use, Point of Sale transaction, payment transfer, etc.) that either overdraws your credit union account or if there are not enough available funds in your credit union account to cover the item or transaction, a \$25 fee will be imposed whether or not the item or transaction is paid. If overdraft privileges have been established, a \$3 transfer fee may be assessed. If you have overdraft privileges but there are not enough available funds in your account to make a transfer to cover an item or transaction attempting to clear the account, your account will be assessed a \$25 fee whether or not the item or transaction was paid.
- Card Replacement Fee.** A \$5.00 charge will be assessed against your Account for each replacement card you request.
- Replacement PIN.** A \$5.00 charge will be assessed for each replacement PIN you request.
- Application Fee.** You agree to pay a \$15.00 application fee for processing your Visa application regardless of whether we approve the application.
- 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 on any appeal and fees for bankruptcy proceedings, and any post judgment collection services, if applicable. 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.

15. CONDITIONS OF CARD USE.

- The use of your Card and Account are subject to the following conditions:
- 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.
 - Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply 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. You may not use the card for any illegal or unlawful transactions and we may decline to authorize any transactions that we believe pose an undue risk or unlawful use.
 - Currency Conversion.** Purchases, cash advances and ATM withdrawals made or processed (including any merchant or website) in a foreign country will be billed to you in US dollars. The conversion to dollars will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus 1% Visa Service Assessment.
 - Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address as shown on your periodic 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 the address shown on your periodic statements.
 - Personal Identification Number.** If we issue you a Personal Identification Number ("PIN") for use with your Card in accessing your line of credit at automatic 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 on your Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.
 - Unlawful Use.** You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

16. **ACCOUNT STATEMENT.** Unless you notify us of a billing error as described below, you accept your periodic statements as accurate statements of your Account with us.

17. **TRANSFER.** You may not transfer your Account to any other person.

18. **TERMINATION.** We may terminate or suspend your credit privileges under this Agreement at any time, in our sole discretion, without demand or notice. You must notify us in writing if you wish to terminate the Agreement. If you terminate this Agreement, or if we terminate this Agreement, the provisions of the Agreement, and your liability hereunder shall otherwise remain in full force and effect until all cards or credit instruments or devices issued to you have been cancelled and/or returned to us and you have paid us all sums due us.

19. **DEFAULT.** You will be in default under this Agreement if any of the following occur; (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

20. **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.

21. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

22. **LOSS OR THEFT OF CREDIT CARD.** You agree to notify us immediately, orally or in writing, at Operations Department, Northwest Community Credit Union, PO Box 70225, Eugene, Oregon, 97401, or telephone (541) 747-4231 or (800) 682-6075 of the loss, theft or unauthorized use of your Credit Card. If you notify us of your lost or stolen Credit Card, you will not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your Credit Card, otherwise your liability for unauthorized Visa Credit Card transactions may be up to \$50.00. (Your rights and responsibilities for unauthorized ATM/POS transactions are set forth below in Section 27 "Your ATM/Visa Check Card Obligations").

23. **IRREGULAR PAYMENTS.** We can accept late payments or partial payments, or checks and money orders marked "payment in full," without prejudice to our rights under this Agreement, which are explicitly reserved.

24. **CREDIT INFORMATION/FINANCIAL STATEMENTS.** You authorize us to release information to others (i.e., 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. We may investigate your credit directly or through a credit reporting agency.

25. **ACKNOWLEDGMENT AND AMENDMENTS.** You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We have the right to change any terms or conditions of this Agreement at any time, subject to applicable laws. If we change the periodic rate, and subsequent purchases or advances are made under this Agreement, the entire balance will be subject to the new rate.

ELECTRONIC FUNDS TRANSFER DISCLOSURES

26. **YOUR ATM/VISA CHECK CARD OBLIGATIONS.** The following provision set forth your rights and responsibilities for unauthorized transactions with your Card at ATMs or POS merchant terminals. Your rights and responsibilities for unauthorized Credit Card transactions are set forth above in Section 22 "Loss Or Theft Of Credit Card." You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. The best way to minimize your losses is to telephone us right away. For Visa Check Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent (for example; keeping your PIN with your card) or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim; otherwise, the following liability limits will apply. For all other EFT transactions, except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make, including made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Check Card purchase transaction—up to the limits set forth above and (ii) for all other unauthorized EFT transactions—up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your authorization, call (541) 747-4231 or (800) 452-9515 or, after business hours, (800) 453-4270; or write to Northwest Community Credit Union, P.O. Box 70225, Eugene, OR 97401.

27. **BUSINESS DAYS.** Our business days are Monday through Friday, except holidays.

28. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**

- Periodic Statements.** Transfers withdrawals, and purchases transacted through an ATM or POS terminal will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.
- Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call your branch or (541) 747-4231 or (800) 452-9515 to find out whether or not the deposit has been made. This section does not apply to transactions occurring outside the United States.

29. **PREAUTHORIZED ELECTRONIC FUND TRANSFERS.** If you have arranged in advance to make regular electronic funds transfer payments out of your account(s) for money you owe others you may stop payment of these preauthorized transfers from your Account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of an oral notification. If a written confirmation is required, the Credit Union will disclose this requirement together with the address to which the confirmation should be sent at the time of the oral notification. If the Credit Union requires written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or damages. If these payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the Account would fall outside certain limits that you set.)

30. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. However, if we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question (or ninety [90] calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five [5] business days for Visa Check Card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

31. **ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your Account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission

32. **CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer or the transfer would go over the credit limit on your line of credit
- If you used the wrong PIN or you used a PIN or Card in an incorrect manner
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash
- If the ATM was not working properly and you knew about the problem when you started the transaction
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction
- If the money in your Account is subject to legal process or other claim
- If your Account is frozen because of a delinquent loan
- If the error was caused by a system of the Visa Network or any other participating network
- If there are other exceptions as established by the Credit Union

The ATM may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

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 to us at the address listed above. Write to us as soon as possible. We must hear from you no later than 60 days after 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 Account bill automatically from your savings or checking, 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 30 days, unless we have corrected the error by then. Within 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 any 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 charge 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 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 to whom we reported you. We must tell anyone we report you to that matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 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 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:

- You must have made the purchase in your home state, or if not within your home state within 100 miles of your current mailing address; and the purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.