



**Washington State Employees Credit Union**  
P.O. Box WSECU  
Olympia, WA 98507  
(800) 562-0999

**VISA CREDIT CARD AGREEMENT AND  
TRUTH IN LENDING DISCLOSURE**

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement and everyone who receives, signs or uses a card issued under this account. "Card" means the VISA Credit Card and any duplicates and renewals we issue. "Account" means your VISA Credit Card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

**Responsibility**

If we issue you a card, 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 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 in 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.

**Authorized Signer:** Anyone who uses your credit cards with your permission. More specifically, someone who has a credit card from your account with their name on it. An authorized user is not legally responsible for the debt and cannot receive information regarding the account.

**Joint Account:** An account shared by two or more people. Each person on the account is legally responsible for the debt and the account will be reported to each person's credit report.

**If Your Card is Lost or Stolen or if an Unauthorized Use Occurs**

You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call during regular credit union business hours is (800) 562-0999 and (866) 861-5416 on weekends or after business hours. You agree to follow up your call with notice in writing to us at: Washington State Employees Credit Union, P.O. Box WSECU, Olympia, WA 98507. 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 unauthorized user. You will be liable for any unauthorized use only if we can prove that you were negligent in your use or handling of your Credit Card, or if we can prove that you used your Credit Card fraudulently.

**Using the Card**

You may use the card issued to you to make purchases in person, by mail, by telephone, or by internet from merchants and others who accept VISA credit cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from ATMs (automated teller machines) that participate in the ATM VISA program. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) to obtain a cash advance from an ATM.

**Illegal Use and Internet Gambling**

You agree that all transactions that you initiate by use of your VISA Credit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You may not use the card or account for any illegal or unlawful purpose, and we may decline to authorize any transaction that we believe may be illegal or unlawful. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card, whether deemed legal or illegal.

**Credit Union Business Days**

The Credit Union's business days are Monday - Friday, excluding holidays. Business hours are Monday - Friday 7:00 a.m. - 7:00 p.m.

**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, suspected fraud, or our adverse reevaluation of your creditworthiness. 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.

**Monthly Payment**

We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit line, the new balances of purchases and cash advances, the total new balance, the Interest Charge due to date, and the minimum payment required. Every month you must pay at least the minimum payment by the due date indicated on your statement. If late, we will assess, and you will pay a late payment fee as disclosed to you on your Visa Disclosures, or as amended. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the Interest Charge by doing so. The minimum payment will be the greater of 2.5% of your New Balance rounded to the nearest dollar, or \$25.00. If your outstanding balance is \$25.00 or less you agree to pay the balance in full, plus any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total new balance exceeds your credit line, you must immediately pay the excess upon our demand. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**Skip Payment**

If we make a skip payment option available, you may skip making your payment(s) for certain month(s). If you choose this option, interest will continue to accrue, but no late payment charges will be imposed during the skip period. All credit terms applicable immediately prior to the skip period will again apply once the skip period has expired.

**Credit Information**

You authorized 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 By-Laws.

**Interest Charges**

You can avoid Interest Charges on purchases or balance transfers by paying the full amount of the New Balance of Purchases or Balance Transfers each month on or before your payment due date. Otherwise, the New Balance of Purchases or Balance Transfers, and subsequent purchases or balance transfers from the date they are posted to your account, will be subject to an Interest Charge. Cash Advances - An Interest Charge will be imposed on cash advances from the date each cash advance is made. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances. In addition to the Interest Charge imposed by applying the periodic rate, a cash advance fee (Interest Charge) equal to the lesser of 2% of the cash advance amount or \$25.00 will be imposed on each cash advance. An Interest Charge is calculated at the **ANNUAL PERCENTAGE RATE** disclosed to you on your Visa Disclosures or as amended on the average daily principal balance of purchases, cash advances or balance transfers you make and debit adjustments the credit union makes during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period to produce separate average daily principal balances for purchases, cash advances, and balance transfers to which the periodic rate is then applied.

**Other Charges**

Your account will be subject to other charges as disclosed to you on your Visa Disclosures or as amended. These charges may be changed by us from time to time in accordance with applicable law.

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement and everyone who receives, signs or uses a card issued under this account. "Card" means the VISA Credit Card and any duplicates and renewals we issue. "Account" means your VISA Credit Card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

#### **Default**

You may be in default if you fail to make any Minimum Payment on or before your payment due date. You will also be in default if your ability to repay the credit union 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 the credit union's security interest materially declines. The Credit Union has the right to demand immediate payment of your full account balance if you default, subject to the credit union giving you any notice required by law. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

#### **Suspension of electronic services and access to share or deposit accounts**

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

#### **Returns, Adjustments, and Overpayment**

Merchants and others who honor the credit card may give credit for returns or adjustments, and they will do so by submitting a credit voucher which will post to your account. If your credit voucher and/or payments exceed what you owe us, we will post the credit balance to your credit card. If the credit stays on your account for 60 days or more the funds will be transferred to your share account. WSECU will not accept overpayment to inflate the credit limit.

#### **Foreign Transactions; Currency Conversion**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance.

#### **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 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.

#### **Security Interest**

To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of those goods which have not been paid for through our application of your payment in the manner described in the Monthly Payment section on page 1 of this document. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged Credit Union shares (deposits) below the unpaid balance of your account.

**THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.**

**YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.**

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

If you are covered borrower at the time of application (as defined in the Military Lending Act, 10 U.S.C. 987 and implementing regulations), this section will only apply once you are no longer considered a covered borrower.

#### **Effect of Agreement**

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. Subject to applicable law, we may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

#### **No Waiver**

The Credit Union can delay enforcing any of its rights any number of times without losing the ability to exercise those rights in the future.

#### **Statements and Notices**

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

#### **Final Expression**

This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

#### **Record Keeping**

You hereby agree that the credit union may keep the portion of the Agreement which bears your signature so we can comply with federal and/or state law relating to loan documents the credit union is required to keep in its file.

#### **Non-Transferability**

I agree that my account(s) are not assignable or transferable except to the Credit Union unless specifically authorized in writing by you.

#### **No Liability for Dishonor**

The Credit Union will not have any responsibility or liability to me or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of you exercising your lien rights or freezing any accounts in order to protect or preserve such rights.

#### **Negative Information Notice**

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

#### **Our Communications With You**

You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your account or to collect amounts you owe to us, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

## IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The Military Lending Act applies to this credit card account if at the time you establish the account you are an active member of the military or a dependent (as defined in the Military Lending Act, 10 U.S.C. 987 and implementing regulations). The following terms and conditions amend your credit card agreement and apply during any period(s) in which you are active military or a dependent under those definitions. They do not apply when you are not an active duty member of the military or a dependent:

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee or participation fee unless they are bona fide and reasonable under the MLA. To receive this notice verbally, please call 1-800-562-0999 extension 66136 during our normal business hours: Monday – Friday 7 am – 7 pm and Saturday 9 am – 2 pm PST.
2. Advances will not be secured by a consensual lien on shares or deposits in any of your share or deposit accounts unless you specifically agree to establish a secured share or deposit account in connection with this credit card account (“Secured Account”). Only funds deposited into the Secured Account after the credit card is established will secure advances. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for this account.  
However, with regard to this credit card account, we still reserve our rights regarding statutory liens and administrative freeze under federal or state law. Any contract terms in your credit card, security, or membership agreements that contradict the above shall be inapplicable.
3. Your credit card account is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in connection with this credit card account does not apply.

## YOUR 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(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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 address(es) listed on your statement.

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.