

# WOODMEN FEDERAL CREDIT UNION VISA CREDIT CARD AGREEMENT

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

**1. RESPONSIBILITY.** If we issue you a Card, you agree to repay all debts and the **FINANCE 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 to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.

**2. LOST CARD NOTIFICATION.** If you believe the Card has been lost or stolen, you will immediately call 1-800-991-4965 to report the loss.

**3. LIABILITY FOR UNAUTHORIZED USE.** Your liability for transactions on a lost or stolen VISA Card is: zero if the Card is reported upon discovery. If the Credit Union determines you have been grossly negligent (by writing a personal identification number on the Card, for example) or fraudulent in handling the Card, the liability can increase up to the limits currently provided by Regulation E and Z.

**4. CREDIT LINE.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you a 15 day written notice our credit committee or loan officer may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**5. CREDIT INFORMATION.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.

**6. 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 Balance, Balances of Purchases and Cash Advances, the total New Balance, the **FINANCE CHARGE**, Due Date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. If the minimum payment is not received within 25 days of your statement closing date, you will be charged a fee of \$25.00. 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 **FINANCE CHARGE** by doing so. The Minimum Payment will be either (a) 5% of your Total New Balance, or \$20 whichever is greater, or (b) your Total New Balance, if it is less than \$20 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. We will apply your payments first to previously billed and unpaid **FINANCE CHARGE** on purchases; then to previously billed and unpaid **FINANCE CHARGE** on cash advances; then to any billed fees; then to previously billed purchases, then to cash advances; then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any **FINANCE CHARGE** thereon so as to avoid continuing accrual of **FINANCE CHARGE** on that amount.

**7. FINANCE CHARGES.** You can avoid **FINANCE CHARGE** on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to **FINANCE CHARGE**. Cash Advances are always subject to **FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGE (Interest) is calculated at the periodic rate of 1.242% per month (ANNUAL PERCENTAGE RATE OF 14.9%), on the average daily principal balances of purchases and cash advances in the account. The principal balances are determined each day during the statement period, beginning with the principal portion of your Previous Balances,**

Reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make 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 and cash advances to which the periodic rate is then applied.

**8. OTHER CHARGES.** NO ANNUAL FEE is charged by your Credit Union. See Paragraph 6 regarding fee for exceeding Credit Line and late fee. When you use the Card at an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer, and you may be charged a fee for a balance inquiry.

**9. DEFAULT.** You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy, or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses including court costs and reasonable attorney's fees.

**10. USING THE CARD.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

**11. RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which 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 or more, refund it on your written request or automatically after 6 months.

**12. FOREIGN TRANSACTIONS.** Purchases, cash withdrawals, cash advances and credits to your account made in foreign currencies will be debited to your account in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesales 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. The exchange 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. An International Service Assessment (ISA) fee of 1% may be imposed on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. An ISA fee of .08% may also be imposed on all single-currency international transactions. A single-currency international transaction is a cross-border transaction where a currency conversion does not take place.

**13. 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 an plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**14. CREDIT UNION MEMBERSHIP.** The holder of the Card agrees to maintain an active Membership with the Credit Union and maintain a Primary Share (Savings) balance equal to or greater than the Par Value of one (1) share. Par Value being \$5.00. In the event that the Share Balance drops below the Par Value, the Credit Union reserves the right to initiate a cash advance on your Card Line of Credit to bring the Share Balance up to Par.

**15. SECURITY INTEREST.** By accepting our Credit Card, you are giving a secured interest in collateral securing other loans with us and your shares/accounts and other rights to the payment of money from you.

**16. 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. 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 balance as well as to future transactions.

**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 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 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 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 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 reported 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 amount you question, 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 have 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 purchases in your home state or if not within your home state, within 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.

**Internet Gambling**

You are prohibited from using your Woodmen Federal Visa Credit Card for the purpose of internet gambling.

**CREDIT DISCLOSURES**

ANNUAL PERCENTAGE RATE FOR PURCHASES	ANNUAL PERCENTAGE RATE FOR CASH ADVANCES AND BALANCE TRANSFERS	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	LATE PAYMENT FEE	OVER THE LIMIT FEE (opt-in)	CASH ADVANCE FEE
14.9%	14.9%	NONE	25 DAYS*	AVERAGE DAILY BALANCE INCLUDING NEW PURCHASES *	\$25.00	NONE	NONE

**At the date this application was printed (06/10) the information listed above was accurate. Because rates and terms are subject to change, you may contact us for the current information by calling us at (402)271-7285 or writing to: Woodmen Federal Credit Union, 1700 Farnam St 11th Floor, Omaha NE 68102.**

\*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 date of posting 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 as posted to your account, but excluding any unpaid **Finance Charges**.

**A finance charge will be assessed on cash advances from the date of the cash advance, or the first day of the billing cycle in which the cash advance is posted, whichever is later, and will accrue until payment in full is made.**