

# U. S. POSTAL SERVICE 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, who have accepted, signed or used the card, or anyone who signs this Agreement. *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* mean the 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 yourself, your spouse and minor children. You are also 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. Sign your Card before using.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately write or call the Credit Union at (301) 856-5000 (D.C. area) or 1-800-USPS FCU (toll-free). After hours call: 1-800-442-4757 (toll-free).

**3. Liability for Unauthorized Use.** You understand that your total liability to the Credit Union shall not exceed \$50.00 for any Card transactions resulting from the loss, theft if you report the loss or stolen Card more than two (2) business days after you discover the loss or other unauthorized use of the Card that occurs prior to the time you give notice to the Credit Union. If the lost or stolen card is reported within two (2) business days you have no liability. Such liability does not apply when the Card is used to make an electronic fund transfer. However, if we determine that you have been negligent or fraudulent in handling the card, the liability limitations stated above will not apply and your liability will increase to the limits provided by applicable Regulation Z which is \$50.00.

**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 apply for an increase in your credit limit in writing or by phone after six months experience at your current limit. By giving you written notice our review 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, or our adverse reevaluation 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 of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment by the payment due date. You may 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) 2% of your Total New Balance, or \$20, whichever is greater; or (b) your Total New Balance, if it is less than \$20; and/or (c) 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 will apply your payments first to previously billed and unpaid FINANCE CHARGE on purchases/cash advances, unpaid purchase balance, then unpaid cash advance balance, and then to new purchases/cash advances. 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. Annual Fee.** None

**8. Finance Charges. When Finance Charges Begin to Accrue:** The finance charge on cash advances begins to accrue on the date you obtain the cash advance or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period which would allow you to avoid a finance charge on cash advances. To avoid incurring an additional finance charge on the balance of credit purchases reflected in your statement and on any new purchases appearing on your next statement, you must pay the new balance shown on the statement on or before the payment due date. As such, the grace period for the new balance of purchases extends to the payment due date.

**Method Used to Determine the Balance on Which Finance Charges will be Computed:**

**For Cash Advances:** The finance charges for a billing cycle are computed by applying the monthly periodic rate to the average daily balance during the billing cycle. The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance (the outstanding balance of your account at the beginning of the billing cycle), any new cash advances, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

**For Credit Purchases:** The finance charges for a billing cycle are computed by applying the monthly periodic rate to the average daily balance (including new purchases). The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance of credit purchases, any new purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid finance charges. Subject to the above, the grace period for the new balance of purchases extends to the payment due date.

**9. ANNUAL PERCENTAGE RATE.** If there is no Introductory rate, the periodic rate used to compute the **FINANCE CHARGE** is based on an index plus a margin. The ("Index") is the Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the last business day of each month and is subject to change monthly. The ("Margin") is determined by the Credit Union's underwriting criteria, your ability to repay and will be disclosed to you when your account is approved, and will range from 5.65% to 14.75%. Your rate will never be more than 18.00%, regardless of *The Wall Street Journal* Prime Rate. Any change in the Index will be effective on the first day of the billing cycle following the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments.

**10. Late Charge.** If payment is received after the due date, you will be assessed a \$30.00 late payment fee.

**11. 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 attorneys' fees.

**12. 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 transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

**13. 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 an electronic credit which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply the credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request

or automatically within 90 days.

**14. International Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate in dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

**15. 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 costs more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes must be resolved directly with the plan merchant.

**16. 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 these goods which have not been paid for through our application of your payments in the manner described in paragraph 6. It also secures any other loans you have with us now or in the future. YOU PLEDGE AND GRANT TO US A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE YOUR VISA CREDIT CARD ACCOUNT. YOU AUTHORIZE US TO APPLY THE BALANCE IN THIS ACCOUNT(S) TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT IF YOU SHOULD DEFAULT. When you are in default and after expiration of any right you have under state law to cure your default we have the right to enforce this security interest and to apply any and all such shares to the amount you owe. Shares and/or deposits in an account that would have an adverse tax consequence if pledged are not subject to your pledge of shares and/or deposits.

## 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 (statement).

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.

### 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 the 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 refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was corrected.

**17. 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, the amendments will apply to your existing account balance as well as future transactions.

**18. Change of Terms.** The Credit Union reserves the right to alter the terms of this Agreement and will give notice of any change in terms as required by applicable law.

**19. Notices.** Notices we give to you shall be considered to have been given when placed in the United States mail, postage prepaid and addressed to you at your address shown on our records. You agree to notify us promptly in writing of any change of address. Notices you give us shall be considered to have been given when placed in the United States mail, postage prepaid and addressed to U. S. Postal Service Federal Credit Union, 7905 Malcolm Road, Suite 311, Clinton, MD 20735-1730.

**20. Copy Received.** You acknowledge receipt of a copy of this Agreement and Disclosure.

### 21. Other Transaction Fee(s):

- **Balance Transfer/Cash Advance Fee:** 2% of each transaction amount (\$10 minimum, no maximum)
- **Overlimit Fee:** None
- **NSF (Non-Sufficient Funds) Return Fee:** \$30.00

### 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: (a) 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 (b) The purchase price must have been more than \$50. These limitations do not apply to the following: if we own or operate the merchant or if we mailed you the advertisement for the property or services; if you used your credit card for cash advances from an ATM or with a check that accesses your credit card account.