



## 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. “Account” means your VISA Credit Card Line of Credit Account with us. “We”, “us” and “ours” means FAMILY SECURITY 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 Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You also agree to be responsible for charges made by any one 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 if you 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. You agree the Card may not be used for any illegal or unlawful activity or transactions, including but not limited to, gambling.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call us at: (800) 239-5515 or (256) 340-2000 between 9:00 a.m. – 5:00 p.m. CST, Monday through Friday. After hours or on weekends or holidays, call (614) 248-4239.

**3. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. If you tell the Credit Union after learning of the loss or theft of the Card your liability for unauthorized transactions using the VISA system is zero. For Card transactions through a non-VISA network, VISA Commercial cards, VISA or Plus\* ATM or ATM transactions, or to cards issued outside the United States if you tell the Credit Union within two (2) days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50 (and for ATM transactions) \$500 if you do not tell the Credit Union within two (2) business days and if you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers.

**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 loan officer or committee. We may, at any time and for any reason not prohibited by law, reduce your Credit Line from time to time, refuse to make an advance or 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 you or 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 request and upon termination of this Agreement. If you exceed your credit limit during a billing period, you will be charged a fee of \$20 a month until you reduce your outstanding balance to or below your credit limit.

**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 about your credit standing, to the extent authorized in our By-laws.

**6. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 28 days from the statement closing date, whichever is later. If your statement says the payment is “NOW DUE”, your payment is due no later than 28 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2.5% of your Total New Balance or \$25, whichever is greater, not to exceed your Total New Balance, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. When a scheduled payment is in default 10 days or more, you agree to pay a \$20 late fee.

**7. Finance Charges.** You will not be charged interest (FINANCE CHARGE) on new purchases during the billing cycle in which they are posted to your Account. FINANCE CHARGE will start accruing on those purchases and will continue accruing on any previous purchase balance from the first day of the next billing cycle, unless you pay the Total New Balance for purchases (new purchases plus previous balance of purchases) shown on your statement, by the end of the grace period, which is 28 days from the statement closing date. FINANCE CHARGE is imposed on cash advances from the date they are posted to your account. The FINANCE CHARGE is calculated by multiplying the average daily balance of purchases and/or cash advances by a monthly periodic rate of 0.9916667%, which is an ANNUAL PERCENTAGE RATE of 11.9% for VISA Classic or a monthly periodic rate of 0.825%, which is an ANNUAL PERCENTAGE RATE of 9.90% for the VISA Gold. Separate average daily balances are calculated for purchases and cash advances. To get the average daily balance for each, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for purchases, payments and credit are subtracted. To get the daily balance for cash advances, new cash advances are added to the day’s beginning balance and payments and credits are subtracted. On the first day of a billing cycle, the Credit Union adds to your daily balance the total of new purchases from your last statement, unless you paid the Total New Balance for purchases on your last statement by the end of the grace period. Fees are not included in the calculation of the average daily balance. FINANCE CHARGE will continue to accrue on your Account until what you owe under this Agreement is paid in full.

**8. Default.** You will be in default if you fail to make any Minimum Payment or other required payment by the date that is due. You will also be in default if (a) your ability to repay us is materially reduced by a change in your employment, and increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement, in connection with this Agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance of whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. If immediate payment is demanded, you agree to continue paying FINANCE CHARGE, at the periodic rate charged before the default, until what you owe has been paid and any security given for your Account may be applied towards what you owe. In the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300) at the time of collection, reasonable attorney's fees if the debt is referred for collection to attorney who is not our employee and if suit is filed, court costs.

**9. Using the Card.** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, which provide access to the VISA system. (Not all ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. 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. We may make a reasonable charge for photocopies of slips you request.

**10. 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 we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on written request or automatically after 6 months.

**11. Foreign Transactions.** Purchases and cash advances made in foreign countries will be billed to you in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either (i) the wholesale market rate or (ii) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased one-percent. The currency conversion 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.

**12. 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.

**13. 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 use of the Card. 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. You pledge all share and/or deposits (including amounts in draft accounts) and payments and earnings thereon which you now or hereafter may have with us, whether held jointly, individually or in trusts, as security for any and all monies advanced or purchases made by use of the Card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any such account (except Individual Retirement Accounts) you have with us.

**14. 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 any advance written notice required by law. Any amendment to this Agreement will take effect on the date it is mailed unless advance notice is 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.

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

**16. Delay in Enforcement.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights of relieve you of any of your obligations.

**17. Invalidity of Provisions and Captions.** If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

**18. Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable Federal Law.

**19. Copy Received.** By signing the attached application you acknowledge receipt of a copy of this Agreement and Billing Rights Statement which should be torn off the application at the perforation and kept.

**20. Unlawful Internet Gambling Enforcement Act.** By signing the attached application you acknowledge that UIGEA and Regulation GG restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

## **YOUR BILLING RIGHTS**

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 LOAN ACCOUNT STATEMENT.**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 loan account automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**2204 Family Security Place SW, Decatur, AL 35603**

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOU 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 statement 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 send statements to 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 statement that are not in question.

If we find that we made a mistake on your statement, you will have to make up any missed payments on 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 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 to that you have a question about your statement. 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 statement 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; (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 if the credit card issuer owns or operates the merchant, or mailed you the advertisement for property or services.

**DISCLOSURE OF FEES**

	VISA Gold	VISA Classic
<b>ANNUAL PERCENTAGE RATE for purchases</b>	<b>9.9%</b>	<b>11.9%</b>
Variable Rate Information	Your annual percentage rate will not vary in relation to an index	Your annual percentage rate will not vary in relation to an index
Grace period for Repayment of Balances for Purchases	28 days	28 days
Method of Computing the Balance for Purchases	Average Daily Balance (including New Purchases)	Average Daily Balance (including New Purchases)
Annual Fees	None	None
Minimum Finance Charge	None	None
Transaction Fee for Purchases	None	None

Over the Line of Credit Fee: \$20.00

Late Payment Fee: \$20.00

Card Re-issuance Fee: \$5.00 per card

Credit Slip Replacement Fee: \$3.00 per slip

Statement Replacement Fee: \$2.00 per page

All terms of your Credit Card Agreement are subject to change with 30 days prior notice.

The information about the costs of the card described in this application is accurate as of November 21, 2006. This information may have changed after that date. To find out what may have changed, call us at 1-800-239-5515, write to us at Family Security Credit Union, 2204 Family Security Place SW, Decatur, Alabama 35603 or call (256) 340-2000.

**REV. 11/2009**

## Family Security Visa Credit Card Application

<b>Card Type (Please Check One):</b>	<b>VISA Classic (Minimum \$500 Credit Limit)</b>	<b>VISA Gold (Minimum \$5,000 Credit Limit)</b>
<b>Credit Union Account Number</b>		<b>Number of Cards Requested</b>

APPLICANT'S PERSONAL INFORMATION <i>(Please Print)</i>					
Applicant's Name (Last)		(First)		(Middle)	
Present Street Address		City	State	Zip	Years There
					Own      Rent
Previous Street Address		City	State	Zip	Years There
					Own      Rent
Present Employer and Address			Job Title/Rank		How Long Employed
Previous Employer and Address (if less than one year with Present Employer)			Retirement Date or DOS		
Name and Address of Closest Relative Not Living with you		City	State	Zip	Area Code & Phone

***Alimony, child support, or separation maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.***

Gross Monthly Salary	Net Monthly Salary	Other Income	Source of Other Income	Net monthly Retirement Pay	Total Net Monthly Income
\$	\$	\$		\$	\$
Social Security Number		Driver's License Number & State of Issue	Gov't Dept/Military Unit		Retirement Grade

**INFORMATION REGARDING CO-APPLICANT – READ BEFORE COMPLETING**

Completion of this section is required if (1) you are a resident of a community property state (AZ, CA, ID, LA, NM, TX, WA, WI), (2) You are relying upon property located in a community property state as a basis for repayment of credit requested, (3) You are relying on the income or assets of another (4) You are relying upon alimony, child support, or separate maintenance payments as from a spouse or former spouse, (5) Another person will be allowed to use this account, or (6) Another person will be contractually liable.

First Name	Initial	Last	Date of Birth	Driver's License Number	Social Security Number
Present Street Address		City	State	Zip	Years There
					Own      Rent
Present Employer		Address		Job Title/Rank	Area Code & Phone
Previous Employer		Address		Job Title/Rank	
Gross Monthly Salary	Net Monthly Salary	Other Income	Source of Other Income	Total Net Monthly Income Applicant & Co-Applicant	
\$	\$	\$		\$	
Name and Address of Closest Relative Not Living with You		City	State	Zip	Area Code & Phone

**LIST ALL DEBTS OF APPLICANT (INCLUDING CO-APPLICANT IF SECTION B IS COMPLETED. PUT "C" BESIDE NUMBER IF CO-APPLICANT'S)**

Creditor's Name	Account Number	Address	Purpose	Original Balance	Current Balance	Monthly Payment
1. Landlord Mortgagee				\$	\$	\$
2.				\$	\$	\$
3.				\$	\$	\$
4. Child Care/Child Support/ Alimony Payments				\$	\$	\$
5. Automobile	Year	Make	Model	State & License #	Where Financed	
						\$
6. Automobile	Year	Make	Model	State & License #	Where Financed	
						\$
This application may be rejected if all debts are not listed. If you require more space, attach an additional sheet. If self-employed, attach financial statement.						Are Any Past Due? Y      N
						Total Monthly obligations \$

**Applicant's Financial Information and Personal References**

Bank, Credit Union, or Financial Institution	Account Number	Savings Account #	Checking Account #	Loan Account #
Address		Branch	Do you have a VISA Credit Card? Y      N	Do you have a Mastercard? Y      N
		If yes, with whom?		If yes, with whom?
Have you or Co-Applicant ever:	Are you or Co-Applicant currently a Co-Maker?			Y      N
1. Been sued for debts?	Y      N	2. Filed Bankruptcy or Chapter 13 in the past 14 years?	Y      N	If yes, with whom?
Credit Limit Requested - Please State Amount	Credit Limit	Loan Officer or Committee	Approved	Rejected
\$	\$			Date

By signing this application, you are certifying that all information you provided is complete and true and is furnished for the purpose of obtaining credit. You also authorize Family Security Credit Union to check your credit and employment history and make what ever inquiries necessary in the course of granting credit, reviewing credit, or collecting any credit extended. You understand that the credit union will retain this application whether or not it is approved and you authorize the credit union to answer questions about the credit union's experience with your credit. You also agree that if you are approved for a VISA credit card that your use of that card will bind you to all terms and conditions contained in the "VISA CREDIT CARD AGREEMENT" that you receive. You hereby acknowledge that you have removed the attached credit card agreement and statement of billing rights and will retain for your records.

**CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

Applicant Signature:	Date:
Co-applicant Signature:	Date:
<small>By Signing below you hereby agree to the terms of paragraph 13 of the "VISA CREDIT CARD AGREEMENT" you received including but not limited your pledging all shares and/or deposits (including amounts in draft accounts) and payment and earnings thereon which you now or hereafter may have with us whether held jointly, individually, or in trust as security for any and all monies advanced or purchases made by the use of the card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any account (except Individual Retirement Accounts) you have with us. You further understand that such a security interest is a condition of us granting you this loan.</small>	
<b>CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.</b>	
Applicant Signature:	Date:
Co-applicant Signature:	Date: