

**MID OREGON FEDERAL CREDIT UNION - VISA CREDIT CARD ACCOUNT AGREEMENT**  
*Platinum/Classic*

This VISA Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your VISA Credit Card and account issued by Mid Oregon Federal Credit Union. This Agreement covers the Platinum/Classic Visa Credit Card Account issued by Mid Oregon Federal Credit Union ("Credit Union"). 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 Mid Oregon Federal Credit Union. The word "Card" means any one or more Platinum or Classic 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.**

- 1. You Promise to Pay.** You promise to pay us all amounts, plus any **INTEREST 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 or by automatic transfers from shares or by payroll deduction.
- 2. Purchases and Cash Advances.** 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 your Account to get cash advances from us. You may also use your Card to get a cash advance from participating financial institutions and to access your line of credit at automatic teller machines (ATMs) within the VISA network or any other ATMs we designate. You may not use the Card or Account for any transaction that is illegal or unlawful, and you agree to indemnify and hold us harmless if you do. We may refuse to authorize any transaction that we believe may be illegal or unlawful.
- 3. Loan Drafts.** If we approve, you may obtain advances under your account by writing preprinted loan drafts that we supply to you. Your use of loan drafts will be shown as credit advances on your monthly statement. We may not honor your loan draft if your draft is postdated, payment of the draft will exceed your credit limit, a draft is signed by a person without authorized access, the amount of the draft is less than the minimum required amount, your account has been terminated or suspended, or any drafts have been reported lost or stolen. You may stop payment on a loan draft if you provide us with the exact information describing the draft. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for loan draft printing and charges for stop payment requests, returned items, draft copies, and other fees or costs we incur in handling your loan drafts. Our liability for a wrongful dishonor is limited to your actual losses; however, a dishonor for the reasons stated above is not a wrongful dishonor.
- 4. Credit Line.** If we approve your application, 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. 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 our 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.
- 5. Minimum Monthly Payment.** You agree that you will pay each month not less than the Minimum Monthly Payment on or before the scheduled monthly due date. In addition, you agree to pay all amounts past due, late charges, overlimit charges, and any balance over the limit. The minimum monthly payment will be equal to 2.00% of the outstanding balance, or \$20.00, whichever is greater. If your outstanding balance is \$20.00 or less, you agree to pay the entire balance. Every month you must pay the Minimum Payment by the 12<sup>th</sup> day of the month following your statement closing date. 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 previously billed and unpaid **INTEREST CHARGES**, previously billed and unpaid cash advances, then to previously billed and unpaid purchases, then to new cash advances, and the remainder, if any, to any new purchases or other fees or charges.
- 6. 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 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 above. Collateral securing other loans with the Credit Union (except loans secured by real property) also secures this Account. This includes vehicles, boats, and other collateral given in connection with other loans or lines of credit.
- 7. Periodic Statements.** Each month, 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 **INTEREST CHARGE**, and any other charges. Your statement also will identify the remaining credit limit available and the Minimum Monthly Payment 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. Circumstances under which an Interest 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 **INTEREST CHARGE** will be shown on the Periodic Statement for that billing cycle as the "New Balance."
  - a. 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.
  - b. Purchases.** An Interest Charge will be imposed on purchases included in the new balance when the entire new balance is not paid in full within 25 days after the closing date. This "grace period" allows you to avoid an Interest Charge on purchases for a billing cycle. If you do not pay the entire "New Balance" within the grace period, your **Interest Charge** will accrue from the date of purchase.
- 9. Method Used to Determine The Balance on Which The Interest Charge May Be Computed And Amount of Interest Charge.** The Credit Union figures the **Interest Charge** on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases and cash advances for your Account (not including current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits. Unpaid **Interest Charges** and unpaid late charges are not included in the calculation. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." We will compute a separate "Average Daily Balance" for purchases and for cash advances.
- 10. Periodic Rate and Corresponding Annual Percentage Rate.** The Periodic Rate that is used to compute the **Interest Charge** is variable, and will change based on changes in an index, which is the average of the auction rate on 26 week U.S. Treasury Bills for the last 4 weeks of the calendar month prior to each adjustment date. The Credit Union adds a margin to the index to obtain the Annual Percentage Rate. The amount of the margin is based on your credit qualifications. The current range of margins is as follows:

Platinum	- 7.562 to 11.562	Classic	- 9.66 to 18.00
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- 11. 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.
  - a. Annual Fee.**
    - i. Platinum – No annual fee.
    - ii. Classic - You agree to pay an Annual Fee of \$12.00 when the Account is opened, and each year on the anniversary date of the day the Account is opened. This fee is waived if your total average account balances (including shares and checking) is at least \$3,000.00 for the monthly cycle in which your Annual Fee becomes due. The Annual Fee is non-refundable. If you wish to cancel the Account and avoid paying the Annual Fee, you must notify us at least 30 days before the anniversary date of the Account.
  - b. Late Fee.** You agree to pay a late fee equal to \$25.00 for each minimum payment not paid within five (5) days of the due date.
  - c. Replacement Card Charge.** A fee of \$5.00 per card will be charged for each replacement Card issued for any reason.
  - d. Returned Check Charge.** A \$20.00 charge will be assessed against your Account when a check submitted for payment on the Account is returned, regardless of the reason.
  - e. Research and Copying Fees.** We may charge you \$5.00 for each copy and \$20.00 per hour of research required if you request copies of any items or documents related to your Account. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded.

f. **Attorney's 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, and fees on any appeal and fees for bankruptcy proceedings, appeals, 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.

12. **Conditions of Card Use.** The use of your Card and Account are subject to the following conditions:

a. **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.

b. **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.

c. **Currency Conversion.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The non-US dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate which is either a government-mandated exchange rate or a wholesale exchange rate selected by VISA for the applicable currency on the day the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your account. The Credit Union may impose total currency conversion fees of 1% of the transaction amount on any foreign transaction that require currency conversion to U.S. dollars. Subject to the requirements of VISA, these fees may be shown on your account statement as a separate fee and as part of the transaction amount

d. **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 shown on your monthly 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:

Mid Oregon Federal Credit Union, P.O. Box 6749, Bend, OR 97708-6749, (541) 382-1795

e. **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.

13. **Pledge of Shares.** By signing the Application, you pledge all of your present and future shares and any earnings thereon. You understand that if you default on your VISA Account, we may apply all that is pledged to your VISA Account (IRA and Keogh accounts are excluded from the Pledge of Shares).

14. **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.

15. **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.

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

17. **Loss or Theft of Card.** You agree to notify us immediately at Mid Oregon Federal Credit Union, P.O. Box 6749, Bend, OR 97708-6749, or telephone (541) 382-1795 of the loss, theft or unauthorized use of your Card. If you notify us of your lost or stolen Credit Card after discovery, you may not be liable for any losses related to credit transactions. This zero liability will apply provided you were not grossly negligent or fraudulent in handling your Card; otherwise your liability for unauthorized VISA Credit Card transactions shall not exceed \$50.

18. **Credit Information/Financial Statements.** You authorize us to release information to others (e.g., 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 and/or a new credit application upon request. We may investigate your credit directly or through a credit reporting agency.

19. **Acknowledgment and Amendments.** You understand and agree we may change any terms or conditions of this Agreement at any time, to the extent permitted by applicable law and we will notify you of the changes.

20. **Your Credit Card 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: Mid Oregon Federal Credit Union, PO Box 6749, Bend, OR 97708-6749. In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* 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 above address. 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.