



**MATANUSKA VALLEY FEDERAL CREDIT UNION  
VISA CLASSIC CREDIT CARD AGREEMENT**

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**1. INTRODUCTION.** This Agreement covers this VISA Classic Credit Card account, issued by Matanuska Valley Federal Credit Union ("Lender"). 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 "Lender" means the Matanuska Valley Federal Credit Union. The word "Card" means any one or more credit cards issued under the Credit Union's VISA Card program. 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.

**2. ACCOUNT ACCESS.**

a. 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 or services, 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 or automated teller machine (ATM). You may use your Card to purchase goods and services any place your VISA Card is honored by participating merchants. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds.

b. VISA Convenience Checks. If we approve, you may obtain advances under your Account by writing preprinted VISA convenience loan checks that we supply to you. Your use of loan checks will be shown as cash advances on your monthly statement. We may not honor your loan check if: your check is post-dated; payment of the check would exceed your Credit Limit; a check is signed by person without authorized access; the amount of the check 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 check if you provide us with the exact information describing the check. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to your actual charges, however, a dishonor for the reasons stated above is not a wrongful dishonor. Only the person whose name is printed on a convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. You may write these checks for any amount providing your total outstanding balance does not exceed your available credit limit and your credit card account remains in good standing. We are entitled to return it unpaid if there is not enough available credit on your account to pay it, if you are in default under this Agreement, if your card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated. Over-limit fees will be charged as applicable. A VISA convenience check may not be used to make a payment on your VISA credit card account. The Credit Union shall have no liability for any convenience check returned in excess of your credit line.

**3. YOU PROMISE TO PAY.** You promise to pay us all such amounts, plus any FINANCE 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.

**4. CREDIT LINE.** This Agreement will constitute a revolving line of credit for an amount which will be the credit line under your Account. You may access your credit line through VISA Credit Card purchases, cash advances at participating merchants and loan checks. We will advise you of the amount of your credit line on your statement. 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 pay any over-limit fees and 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 for any reason. Any increase or reduction on the limit 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. Minimum monthly payments include all amounts past due, late charges, over limit amount, and the minimum regular payment. The minimum regular payment will be 3 percent of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. 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 any previous balance, cash accrued FINANCE CHARGES, purchase accrued FINANCE CHARGES, other fees and charges, cash advances, purchases and any remaining amounts will be applied to any other amount for which you are obligated under this Agreement.

**6. SECURITY INTEREST.** You grant the Credit Union a security interest under the Alaska Uniform Commercial Code in any goods purchased through your VISA Credit Card Account. You agree that all collateral you have given the Credit Union to secure other open-end consumer loan obligations (except dwelling secured loans), in the past and in the future, will secure your obligations under this Agreement. In addition, by signing the Card Application, you have given us a security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts) with the Credit Union you agree, upon default, the Credit Union may apply all that is secured to pay any amounts due under this Agreement, without further notice to you.

**7. MONTHLY STATEMENTS.** Each month you will receive a statement showing purchases, cash advances, payments, and credits made to your Account during the billing cycle, as well as your "New Balance," any FINANCE CHARGE and any late charge or other charges. Your statement also will identify 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 A FINANCE CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases, cash advances and fees in the Account on the closing date of a billing cycle, including any FINANCE CHARGE will be shown on the Periodic Statement for that billing cycle as the "New Balance."

a. Cash Advances. A FINANCE CHARGE will be imposed on cash advances from the date each cash advance is made to the date paid. There is no time period within which to pay to avoid a periodic FINANCE CHARGE on cash advances, including ATM withdrawals and convenience check cash advances.

b. Purchases. A FINANCE CHARGE will be imposed on VISA Credit Card purchases included in the new balance when the entire new balance is not paid in full on or before the 15<sup>th</sup> of the month following the statement. This "grace period" allows you to avoid a FINANCE CHARGE on purchases for a billing cycle. If you do not pay within the grace period, your FINANCE CHARGE will be applied on the 15<sup>th</sup> of the month following the statement.

**9. PAYING INTEREST.** Cash Advances and Cash Transfers will accrue interest beginning on the transaction date.

**10. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED AND AMOUNT OF FINANCE CHARGE.** The Credit Union figures the Periodic FINANCE CHARGE on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases and previous unpaid cash advances for your Account separately. To get the "Average Daily Balance" we take the beginning purchase and cash advance balances of your Account each day, add any new purchases and subtract any payments or credits, unpaid FINANCE CHARGES and unpaid late charges and fees. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily balance for both purchases and cash advances. The FINANCE CHARGE imposed during the billing cycle will be determined by multiplying the Average Daily Balance by the Periodic Rate by the number of days in the billing cycle. Cash advances made in the billing period will not be assessed the daily FINANCE CHARGE until after the 15<sup>th</sup> of the month. Also, no FINANCE CHARGE is imposed on purchases if payments and credits are made sufficient to pay the "New Balance" shown on your periodic statement on or before the 15<sup>th</sup> day of the month following the statement. The "Total FINANCE CHARGE" shown on your monthly statement consists of the periodic FINANCE CHARGE on purchases and the periodic FINANCE CHARGE on cash advances.

**11. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.** Variable Rate. The Periodic Rate and ANNUAL PERCENTAGE RATE are variable based on a margin and an index, which is the highest Prime Rate published in the Western Edition of the Wall Street Journal. We add a margin to the index to obtain the ANNUAL PERCENTAGE RATE. The margin we add may range from 4% to 7% based upon your credit qualifications. The index is determined on the first day of December. The ANNUAL PERCENTAGE RATE may change on the 16<sup>th</sup> day of January and any increase or decrease will affect the amount of the payment you will make. The ANNUAL PERCENTAGE RATE will never be more than 18%. The ANNUAL PERCENTAGE RATE and Periodic Rate applicable to your account will be based upon your credit qualifications and margin assigned to you and will be disclosed on a separate disclosure accompanying your Card or this Agreement and shown on each monthly statement.

**12. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.** We may impose fees and charges on your Account as described below and in the amounts as set forth on the Rate and Fee Schedule that accompanies this Agreement:

- a. Late Fee. If we do not receive your minimum payment within 6 days of the due date, we may impose a Late Fee. The Late Fee cannot exceed the minimum payment due.
- b. Over-Limit Charges. We currently do not impose a fee for this charge.
- c. Returned Item Charge. If any check or draft we receive from you as payment for any amount you owed to us is returned to us unpaid, we may impose a returned item fee.
- d. Card Replacement Fee. We may impose a card replacement fee for each VISA card which is lost, stolen, or damaged.
- e. Additional Card Fee. We will issue up to two (2) cards for your account free of charge at the time your account is opened. We may impose an additional card fee for each VISA credit card in addition to your free card(s) and/or for a card that is issued to an authorized user at the time other than when the account is opened.
- f. Annual Card Fee. The annual fee for a VISA credit card will be set forth on the Rate and Fee disclosure accompanying this Agreement.
- g. Miscellaneous Photocopying. If you request a copy of a sales draft or other document, we may charge your Account a per copy charge and a per hour charge. These charges cover the costs of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.
- h. ATM Fees. If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.
- i. 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 and collection agency costs 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.

**13. 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 at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- 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/Foreign Transaction Fee. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale 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. In addition, you will be charged a Foreign Transaction Fee of 2% of the transaction amount for any card transaction made in a foreign country.
- d. Notices and Payments. All notices will be sent to your address as shown on your credit union account. 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.
- e. Personal Identification Number. We will issue you a Personal Identification Number ("PIN") for use with your Card 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 Account. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

**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 on your credit line. We will notify you in writing of any such action as soon as practical if it occurs. 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 including collection agency costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. A negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of this Agreement.

**15. 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 updated credit information upon request. We may investigate your credit directly or through a credit-reporting agency.

**16. LOSS OR THEFT OF VISA CREDIT CARD.** You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use which occurs after you notify: Matanuska Valley Federal Credit Union, 1020 South Bailey Street, Palmer, AK 99645 or Telephone: (907) 745-4891 or (907) 694-4891 orally or in writing of loss, theft, or possible unauthorized use. 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.

**17. BILLING ERRORS NOTICE RIGHTS FOR VISA CREDIT CARD TRANSACTIONS.**

a. Notify Us in Case of Errors or Questions About Your Bill. This notice contains important information about your rights and our responsibilities for VISA Credit Card transactions under the Fair Credit Billing Act. If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us at the address listed above. 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 VISA Credit Card transaction 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 Account Statement automatically from your checking 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.

b. 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 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 statement 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 not have to pay any FINANCE CHARGE 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 statement. And, we must tell you the name of anyone to whom we reported you. 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.

c. 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.

**18. AMENDMENTS.** We reserve the right to change any terms or conditions of this Agreement at any time, to the extent permitted by applicable law. We will notify you of the changes to this Agreement as required by law.

**19. 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 Alaska.

**20. NOTICE AND AGREEMENT.** You understand and agree to the terms and conditions in this VISA Credit Card Agreement. You acknowledge that you have received a copy of the Agreement. This Agreement is a final expression of the agreement between you and the Credit Union. This Agreement may not be contradicted by evidence of any oral agreement or alleged oral agreement and contains the terms applicable to the credit transaction.

**21. SEVERABILITY.** In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.