



**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. This agreement is the final expression of the terms and conditions for the use of this card between the users and undersigned and Hercules Credit Union. This agreement may not be contradicted by evidence of any alleged oral agreement. 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 account balance as well as to future transactions. In addition, this agreement is subject to VISA U.S.A., Inc. by-laws and operating regulations.

**15. Copy Received.** You acknowledge receipt of a copy of this Agreement.

**YOUR 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 the address shown on your statement. 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 address shown on your statement. 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.

**Use of your Hercules VISA Credit Card indicates your acceptance of this agreement.**

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**Hercules Credit Union**

3141 West 4700 South  
Salt Lake City, UT 84118

Mailing Address  
P.O. Box 26977  
Salt Lake City, UT 84126

(801) 968-9011

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**VISA**  
**CREDIT**  
**CARD**  
**AGREEMENT**



**Hercules**  
Credit Union





## Hercules Credit Union VISA Credit Card Agreement

3141 West 4700 South, Salt Lake City, UT 84118  
 Phone: (801) 968-9011 Fax: (801) 966-8852

Mailing Address: P.O. Box 26977, Salt Lake City, UT 84126  
 Office Hours: 9 a.m. to 5:30 p.m. Monday-Friday

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>9.95%</b>
APR for Balance Transfers and Cash Advances	<b>9.95%</b>
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfer on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
Annual Fee	<b>None</b>
Transaction Fees	<b>None</b>
Penalty Fees • Late Payment	Up to <b>\$35.00</b>
Other Fees	Card Replacement Fee: <b>\$5.00</b> for each replacement

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account 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 Account with us. "We," "us", and "ours" means Hercules 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. Your card may not be used for any illegal transactions. Your use of the card warrants that transactions are legal.
- 2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call the Credit Union at (801) 968-9011 or VISA at 1-800-543-5073. Lost card replacement fee will be \$5.00 per card.
- 3. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify the Credit Union at either of the numbers set forth in Paragraph 2 above of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.
- 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. This Line of Credit is used whenever you use the card. Your account must be activated by calling the number supplied with your 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 by written application to us subject to credit union approval. The credit union may reduce, modify or terminate your credit line. 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. You further authorize us to provide your personal data to Visa U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.
  - 6. Monthly Payment.** We will mail you a statement every month showing your credit card account transactions, previous balance of your line of credit, advances, payments or credits, the remaining credit available under your Credit Line, the new balance of your line of credit, any other billing fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment upon receipt of your statement. By separate agreement you may authorize us to charge the minimum payment automatically to your share or deposit draft account with us. 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) 3% of your Total New Balance, or \$25, whichever is greater or (b) your Total New Balance, if it is less than \$25; plus (c) any portion of the Minimum Payment(s) shown on prior statement(s)

which remains unpaid. In addition, if 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 late fees, then to the FINANCE CHARGE on your line of credit and then to the principal balance.

**7. Finance Charge.** Your account will be subject to a FINANCE CHARGE (interest) at the periodic rate of .0353% on the average daily principal balances of your line of credit (ANNUAL PERCENTAGE RATE OF 12.9%.) This balance is figured by adding the outstanding balance (including new purchases and deducting payments and credits) for each day in the billing cycle, and then dividing by the number of days in the billing cycle.

**8. Default.** You will be in default if you fail to make any Minimum Payment by the due date shown on the statement. 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. You will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.

**9. 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 sale 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 may 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 payment 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.

**11. Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point. 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 and 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 the Credit Union a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, the credit union will have the right to recover any of the goods purchased which have not been paid for through application of payments made as required by this agreement.

