

Visa Credit Card Agreement

NOTICE: See below for important information regarding your rights to dispute billing errors. 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 with us. We, Us and Ours means this Credit Union. In order to have a VISA Credit Card issued in your name you must be a member of this 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 (including those charges initiated by telephone or the Internet). 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. If another person signs the Agreement, he or she becomes a party to this Agreement and is jointly responsible for all charges on the account, including yours. Authorized User of your account means he or she has your authorization to make charges to your account but IS NOT responsible for re-payment of the balance.
- 2. CREDIT LINE:** If we approve your application, we will establish a 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 credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. You may 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.
- 3. USING THE CARD:** To make a purchase or cash advance, 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. You will receive a copy of the draft, which you should retain to verify your monthly statement. We reserve the right to make a reasonable charge for photostatic copies of drafts you may request. Transactions initiated by telephone or Internet may or may not receive a copy of the draft. Credit Cards cannot be used for illegal purposes such as online gambling.
- 4. CREDITS:** If merchants who honor your card give you a credit for returns or adjustments, they will do so by giving you a credit slip. They will also send a credit slip to VISA for posting to your account. If your credit and/or payments exceed what you owe us, this credit balance will remain on your account and be applied against future purchases, or at your request, we will refund the credit balance if it is \$1.00 or more.
- 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 bylaws.
- 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. You may, of course, 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) 3.0% of your Total New Balance, or \$ 15.00 whichever is greater, (b) your Total New Balance, if it is less than \$15.00, or (c) any amount past due or over the credit limit along with the Minimum Payment for that particular statement period. We will apply your payment first to the FINANCE CHARGE on both purchases and cash advances, second to any fees, and then third to the principal balances of purchases and cash advances. If your minimum payment is not received by the Credit Union within 10 days of your due date, you will incur an \$15.00 late payment fee.

VISA Credit Card Agreement (cont'd)

7. **FINANCE CHARGES:** To avoid FINANCE CHARGE on PURCHASES, you must pay the Total New Balance shown on your statement by the Cycle Date, which is the 17th business day of each month, or the Payment Due Date, which is 3 days before the Cycle Date. Otherwise, FINANCE CHARGE on PURCHASES is calculated from the beginning of next statement period on previous billed, but unpaid purchases plus new purchases from the date they are posted to your account.
The FINANCE CHARGE is calculated at a periodic rate of 1.075% (ANNUAL PERCENTAGE RATE OF **12.9%**). CASH ADVANCES are always subject to FINANCE CHARGE from the day they are posted to your account. The FINANCE CHARGE on CASH ADVANCES is calculated at a periodic rate of 1.075% (ANNUAL PERCENTAGE RATE OF **12.9%**).
8. **AVERAGE DAILY BALANCE:** 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 each billing cycle.
9. **DEFAULT:** You will be in default if you fail to make any Minimum Payment by the Cycle Date, which is the 17th business day of each month. 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. 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 attorney's fees.
10. **EFFECT AND AGREEMENT:** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign may contain different terms. In the event the Credit Union changes any term of this agreement we will give you fifteen (15) days written notice by mail. Your use of the card thereafter will indicate your agreement to the amendments.
11. **LOST CARD NOTIFICATION:** If you believe the Card has been lost or stolen, you must immediately call Horizons Federal Credit Union at: (607) 724-5876. In addition, you may provide written notice. Written notice is deemed given at the time of receipt of that notice by Horizons Federal Credit Union or at the expiration of the time ordinarily required for transmission, whichever is earlier. Written notice shall be sent to Horizons Federal Credit Union, P.O. Box 1881, Binghamton, N.Y. 13902. After hours you may call 1-800-237-6211.
12. **CARD PICKUP FEE:** A fee will be charged if the card is used and retrieved by the merchant after notification from the Credit Union that the account has been blocked. (An account is blocked when one of the following occurs: account becomes 30 days or more past due, account exceeds approved credit limit, blocked by member request.) The cardholder will be responsible for any fee levied by the merchant.
13. **LIABILITY FOR UNAUTHORIZED USE:** You understand that your TOTAL liability to the Credit Union will be \$0.00 (unless it is determined there was fraudulent action by you) for any card transactions resulting from the loss, theft or other unauthorized use of the card that occurs prior to the time you give notice to the Credit Union. **SUCH LIABILITY DOES NOT APPLY WHEN THE CARD IS USED TO MAKE ANY ELECTRONIC FUND TRANSFER.**
14. **FOREIGN TRANSACTIONS:** Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign country will be 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 plus a 1% International Transaction Fee.
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 cost was more than \$50.00 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.

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16. SECURITY INTEREST AND AGREEMENT: By signing the application, you grant us a consensual security interest in all individual and joint accounts you have with the Credit Union, now and in the future, to secure all advances. 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 have the right to recover any of these goods that have not been paid for through our application of your payments in the manner described in paragraph 6. Further, you pledge any shares, deposits or payments on shares, now or later held in all joint and individual accounts you have in this credit union, as security for payment due under this agreement, and we shall have a continuing lien thereof. You authorize us to apply without further notice to you, any or all such shares, deposits or payments on shares towards payment due interest expenses in the event of your default. Shares in an Individual Retirement Account, an account under any plan that is qualified under Section 401 or 408 of the Internal Revenue Code of 1954, as amended, and any other account that would lose special tax treatment under any law if given as security for a loan, are not subject to this security interest. If you give or have given us a specific pledge of your credit shares or deposits of any other security interest for all your debts, your account will, to the extent permitted by law, also be secured by your pledged shares or deposits and by the property described in those other security agreements except for your home.

Account Number(s) Affected

Signature

Date

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

If you think your bill is wrong, or if you need more information about a transaction 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 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



P.O. Box 1881
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Binghamton, NY 13902-1881
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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 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 bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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 to your 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 we own or operate the merchant, or if we mailed you the advertisement for the property or services.

I acknowledge receipt of this disclosure as required in Section 510 of the NY General Business Law.

Borrower

Date

Co-maker

Date