

13. **LOSS OR THEFT OF CARD:** (a) You agree to notify us immediately upon discovering that your Card has been lost or stolen. You may notify us by phone at 1-800-VISA-911 (1-800-847-2911) or 1-800-449-7728.
- (b) We reserve the right to charge a \$25.00 card replacement fee for lost or stolen cards.
14. **FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at the (i) the wholesale market rate or (ii) the government-mandated rate, which ever is applicable, in effect one day prior to the processing date, increased by one percent.
15. **PLAN MERCHANT DISPUTES:** 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 \$50.00 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. Disputes should be submitted to us in writing at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112.
16. **CASH ADVANCE BY MACHINE:** You will be issued a secret Personal Identification Number (PIN). You will be able to use your card in Automated Teller Machines displaying the VISA logo to obtain a cash advance, which will be added to your credit balance under this plan. Your use of that number, together with your Card, in getting a Cash Advance from such a machine is agreed to constitute your signature for purposes of such Cash Advance.
17. **TRAVEL INSURANCE:** When you charge to your credit card the fare(s) for travel on a common carrier, you, your spouse, and dependent children under the age of 25 years will be automatically* covered for up to \$500,000.00 of accident insurance covering accidental death and dismemberment. Coverage is also provided while traveling on a common carrier directly to or directly from an airport, bus, train or ship terminal on which the Cardholder was a fare-paying passenger.
- *The travel insurance plan may be amended or discontinued at any time by the Credit Union.
18. **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 may contain different terms. 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 future transactions.
19. **OWNERSHIP:** Each Card is the property of the Issuer, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by the Issuer or its designee, and the privileges thereof revoked at any time without prior notice.

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 us on a separate sheet at the address listed 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.

If you have authorized us to pay your credit card bill automatically from your savings or share draft 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.

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 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 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 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 \$50.00 of the questioned amount, even if your bill 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 \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

M-90552

9/07

DECATUR EARTHMOVER CREDIT UNION



VISA GOLD CARD HOLDER AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT

 **DECATUR
EARTHMOVER
CREDIT UNION**
2600 East Dividend Drive
Decatur, Illinois 62525
217-875-2301

In this Agreement the words you and your mean each and all of those who apply for the card. Card means the VISA Gold Card and any duplicates and renewals we issue. Account means your VISA Gold Card Line of Credit account with us. We, us, our, and the Credit Union means Decatur Earthmover 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 jointly responsible for all charges on the account, including yours.
2. **LIABILITY FOR UNAUTHORIZED USE:** You understand that your total liability to the Credit Union shall not exceed \$50.00 for any Card transactions resulting from the loss, theft or other unauthorized use of the Card, provided that you have given proper notice to the Credit Union. Such liability does not apply when the Card is used to make an electronic fund transfer.
3. **CREDIT LIMIT:** (a) If we approve your application, we will establish a Credit Limit and notify you of your limit when we issue the card. You agree not to let the account balance exceed this approved Credit Limit. You may request an increase in your Credit Limit 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 limit from time to time, or revoke your card and terminate this Agreement. Items such as your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness may cause revocation or termination of this Agreement. 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.
(b) If you exceed your Credit Limit, you promise to pay us the amount in excess of the Credit Limit on demand. If you exceed your Credit Limit by \$10.00 or more, you promise to pay a 5% fee on the over Credit Limit amount or a minimum amount of \$20.00, whichever is greater during each billing cycle you have exceeded your Credit Limit. This fee will not be treated as a purchase, but will post as a fee. It will not be included in year-to-date FINANCE CHARGES, but for all other purposes will be treated in the same manner as a FINANCE CHARGE.
4. **CREDIT INFORMATION:** You authorize us to investigate your credit standing when opening, renewing, or reviewing your account. You authorize us to make all inquiries deemed necessary for us to offer or maintain this Agreement, including contacting references, present and former employers, merchants, landlords and creditors. You authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.
5. **LATE PAYMENT FEE:** Your minimum payment due will be past due if it is not received by us on or before the payment due date shown on each monthly statement. A fee of \$20.00 will be charged to your VISA account if at least the minimum payment due is not received by us within 10 days after the payment due date.

6. **MONTHLY PAYMENT:** We will mail a statement to you on a monthly basis reflecting for the prior monthly period all VISA Card transactions. Such statement shall be deemed correct and accepted by you unless you notify us to the contrary in writing within sixty days of our mailing such statement. You will pay such statement by remitting to us on or before the payment due date shown on each monthly statement either the full amount billed or, at your option, an installment equal to at least the required minimum payment stated below. The minimum payment required is the total New Balance as shown on your monthly billing statement if the amount is under ten dollars. If the New Balance exceeds ten dollars, the minimum required payment is three percent of that portion of the New Balance which does not exceed your current credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.
7. **FINANCE CHARGES:** The periodic rate used to compute the FINANCE CHARGE is .77 percent per month. The corresponding ANNUAL PERCENTAGE RATE IS 9.25 percent.

(a) A FINANCE CHARGE will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. If the New Balance shown on your monthly statement or the prior billing cycle is paid in full within 25 days from the closing date of that statement no FINANCE CHARGES will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles.

The FINANCE CHARGE for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid FINANCE CHARGES.

(b) A FINANCE CHARGE will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement of the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a FINANCE CHARGE will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The FINANCE CHARGE for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payment as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES.

8. **DEFAULT:** You will be in default if you fail to make at least the MINIMUM PAYMENT DUE ON OR BEFORE THE PAYMENT DUE DATE SHOWN ON YOUR MONTHLY STATEMENT. You will also be in default if:
 - (a) you breach any other conditions of this Agreement;
 - (b) your creditworthiness has become unsatisfactory to us because of a change in your employment status, an increase in your other obligations, bankruptcy or insolvency proceedings involving you, or other reasons;
 - (c) you die, become incapacitated, or you fail to abide by this agreement.

In the event of default or if this agreement is terminated by you or by us, the entire balance becomes immediately due and payable. The Debtor, jointly and severally, agrees to pay reasonable attorney's fees, court costs, and/or collection agency fees and costs to the extent allowed by applicable laws and regulations.
9. **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 the account. 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. To further secure Card account, Cardholder grants the Credit Union a security interest in any of the Cardholder's property, except for a home, currently or hereafter held by the Credit Union. You agree to pledge and grant a security interest to Decatur Earthmover Credit Union in all of your share accounts, whether share draft, regular share, or other type of share account, whether owned by you jointly or individually now or in the future to secure your Visa obligations. You also authorize Decatur Earthmover Credit Union to apply such share holdings to pay any amounts due on your Visa account in the event of any default.
10. **USING THE CARD:** To make a purchase or cash advance, present the card to a participating VISA Card plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The monthly statement will identify the merchant or financial institution at which transactions were made. Transaction slips will not be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We are not responsible if a particular VISA Card plan merchant or financial institution refuse your card.
VISA and Decatur Earthmover Credit Union strictly prohibit use of your credit card for any activity that breaks local, state, national or international law. Using your credit card for any illegal activity can result in the loss of charging privileges and the account can be revoked by the issuer. You may also lose your rights to have these charges discharged in bankruptcy court.
11. **COPIES OF DOCUMENTATION:** You will be charged a \$2.00 fee for each copy of a transaction slip or monthly statement that you request from us. The fee will be handled by the Credit Union as an adjustment to the account balance, not as a purchase and not be charged FINANCE CHARGE.
12. **RETURNS AND ADJUSTMENTS:** (a) Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, we may hold and apply this credit balance against future purchases, and cash advances, or refund it on your written request if it is \$1.00 or more.
(b) We will charge a \$25.00 fee to your Visa account if a check for your Visa payment is returned to us for any reason.