



Please read this information carefully. This is your copy of the VISA Platinum and Visa Platinum Rewards Credit Card Agreement and Regulation “Z” Disclosures made pursuant to the Truth in Lending Act.

1. Introduction. This Agreement covers this VISA Platinum and VISA Platinum Rewards Credit Card issued by iQ 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 “Lender” means iQ Credit Union. The word “Card” means any or more 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.

2. You Promise to Pay. You promise to pay us in United States dollars, by cash, check or money order as provided in this Agreement, all such amounts, plus 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. This includes any loan requests for credit card purchases, payments to a third party, or for deposit to a deposit, share, or share draft account of yours, or any co-applicant at the Credit Union. You agree to pay advances requested by any co-applicant the same as if you asked for the loan and it was paid to you.

3. Purchases, Balance Transfers, 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 also may use your Account and Card to get cash advances from us or participating financial institutions. You may use your Card and Personal Identification Number (“PIN”) to obtain cash advances at automated teller machines (“ATMs”) designated with the VISA or Plus System networks. The periodic statement will identify the merchant or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement. We may impose a reasonable charge for photocopies of slips you may request.

4. Partial Approval. For transactions at some merchants, if the available card balance is not sufficient to complete the full purchase, a partial approval in the amount of the remaining available balance may be provided to the merchant and the merchant may permit the cardholder to use another source of funds to pay for the remaining amount due. The option to complete a purchase using the remaining available balance on your card and another source of funds for the remainder is not available at all merchants. Some merchants may decline the transaction if the card balance is less than the transaction amount.

5. Convenience Checks. If we approve, you may obtain advances under your Account by writing preprinted loan drafts (“convenience checks”) that we supply to you. Your use of convenience checks will be shown as credit advances on your periodic statement. We may not honor the convenience check if it is postdated, payment of the check will exceed your credit limit, a convenience check is signed by a 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 convenience checks have been reported lost or stolen. You may stop payment on a convenience check if you provide us with the exact information describing the convenience check. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for convenience check printing and charges for stop payment requests, returned items, check copies, and other fees or costs we incur in handling your convenience checks. 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.

6. Rebate Program. VISA Platinum Rewards credit card only. You may earn a 1.5% cash rebate on your account if you meet the following requirements:

Cash Rebate on Net Purchases. You may earn a 1.5% cash rebate on net purchases (purchases less returns for credit) made during the rebate period in which the net purchases posted to your account. The cash rebate will be calculated on cumulative net purchases, not including any balance transfers or cash advances, posted to your account for the prior rebate period. To illustrate, let us assume during the first rebate period of the year (January –March) your total net purchases equal \$3000. In this example, we would multiply \$3000 by 1.5% which would equal a cash rebate of \$45.

There are four rebate periods in each calendar year. January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The cash

rebate for the prior rebate period will be credited to your checking or savings account by the 15th day of the month following the end of the prior rebate period. Your account must remain open and in good standing order to receive the cash rebate. If at any time your account is assessed a late fee, is closed or is in default, you will forfeit all cash rebates accrued through the calendar quarter in which your account was closed, or the delinquency or default occurred. The terms and conditions of this rebate program may be changed or cancelled at any time and for any reason without notice.

7. Minimum Periodic Payment. Minimum payment will be the greater of \$25 or 2% of any new balance, rounded down to the nearest dollar, plus the greater of any amount past due or any amount in excess of your credit limit. Payments received at the mailing address shown on your statement on any business day by 5:00 P.M. Pacific Time will be credited to your Account as of that date; payments received by mail at that address after 5:00 P.M. Pacific Time, or on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five (5) days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.

8. Periodic Statements. If, at the end of any monthly periodic interval which we may determine the “Billing Cycle,” you have an outstanding undisputed debit or credit balance in your Account, or if there is any Interest Charge imposed with respect to your Account, we will send you a periodic statement regarding the Account for that Billing Cycle. The statement will show any purchases, balance transfers, cash advances, payments, and credits made to your Account during the Billing Cycle, as well as your “New Balance,” any Interest Charge, any late charge, or other charges. You may elect to receive your statement information electronically. Your statement also will identify the “Required Payment Due” you must make for that Billing Cycle and the date it is due. You may pay in full for all your purchases, balance transfers, and cash advances each month or you may repay in monthly installments. 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.

9. Credit Line. This Agreement will constitute a revolving line of credit, and 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 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 other changes in the applicable minimum monthly payments.

10. Circumstances Under Which an Interest Charge Will Be Imposed. The total outstanding balance of purchases, balance transfers, 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. Purchases. An Interest Charge will be imposed on the unpaid portion of purchases included in the New Balance from the “Post Date” when your New Balance is not paid in full by the “Payment Due Date” shown on your Periodic Statement. This “grace period” allows you to avoid an Interest Charge on purchases for a billing cycle. However, if you do not pay the entire New Balance in full by the Payment Due Date, you cannot avoid an Interest Charge on purchases on the next Periodic Statement. The grace period only applies if (1) the New Balance shown on the previous Periodic Statement is paid in full by the Payment Due Date shown on that statement, and (2) the New Balance on the current statement is paid in full by the Due Date shows on the current statement. For promotional balances, an interest charge will be imposed on the unpaid portion of the promotional balance in accordance with this section and according to the terms of the offer.

b. Balance Transfers and Cash Advances. An Interest Charge will be imposed on cash advances from the “Post Date” of the balance transfer or cash advance shown on the Periodic Statement when the balance transfer or cash advance is made. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances. In addition, a cash advance fee (Interest Charge) equal to 2% of the cash advance (or \$5.00, whichever is greater) will be applied to each cash advance. For promotional balances, an interest charge will be imposed on the unpaid portion of the promotional balance in accordance with

this section and according to the terms of the offer.

11. Method Used to Determine the Balance on Which the Interest Charge May Be Computed. We figure the interest charge on your Account by applying the Periodic Rate to the “Average Daily Balance” of purchases, balance transfers, and cash advances for your Account. To get the “Average Daily Balance” we take the ending balance of your account the previous day, add any new purchases, balance transfers, or cash advances, and subtract any payments or credits, unpaid interest or other finance charges and unpaid late charges. 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.”

12. Method of Determining the Amount of the Interest Charge. We figure the Interest Charge for purchases, balance transfers, and cash advances by multiplying the Average Daily Balance of purchases, balance transfers, and cash advances by the number of days in the Billing cycle and then by the applicable periodic rate. Subject to the grace period described in Section 9a. above, the Interest Charge for any Billing Cycle will be the sum of the Interest Charge for purchases, balance transfers and the Interest Charge for cash advances. For this purpose, payments will be applied first to unpaid interest and other Finance Charges, then to unpaid purchases, balance transfers, and cash advances from prior billing statements (starting with the portion of the balance subject to the highest rate), then to purchases, balance transfers, and cash advances during that Billing Cycle (starting with the portion of the balance subject to the highest rate).

13. Periodic Rate and Corresponding Annual Percentage Rate. Rates are variable and subject to change. Your Annual Percentage Rate (APR) will be calculated by adding a margin to the Prime Rate as published in the Wall Street Journal as of the Wednesday immediately preceding the billing cycle. The margin applicable to your account is in the chart contained in this section and is based on your credit score (with the exception of Share Secured Platinum Visa—please see Section 15). The Credit Union may adjust the rate once each month effective the first day of the billing cycle. APR changes will reflect on the following month’s statement. The Annual Percentage Rate includes only interest and no other costs. The Annual Percentage Rate is divided by 365 to produce the daily Periodic Rate. The Periodic Rate and Annual Percentage Rate that will apply to your Account will be disclosed on the notice that accompanies (and is a part of) this Agreement when you open your Account.

APR = Prime + Margin	
Visa Platinum	Visa Platinum Rewards
Prime Rate + 3.99%	Prime Rate + 5.99%
Prime Rate + 4.99%	Prime Rate + 6.99%
Prime Rate + 7.99%	Prime Rate + 9.99%
Prime Rate + 9.99%	Prime Rate + 11.99%
Prime Rate + 12.99%	Prime Rate + 13.99%
Prime Rate + 13.99%	Prime Rate + 14.99%

14. Conditions Under Which Other Charges May Be Imposed. We may impose the following fees and charges on your Account:

- a. There is no annual fee.
- b. Cash Advance Fee. The fee for a cash advance is the greater of 2.00% of the cash advance amount or \$5.00.
- c. Late Fee. A late fee of up to \$25 will be imposed when any payment is 14 days past due.
- d. Returned Payments. A returned check fee charge of \$30 will be imposed if a payment is made via check and the check is returned unpaid for any reason.
- e. Replacement Card Charge: A \$10 card replacement fee may be imposed to replace a lost or damaged card. If you request delivery of your replacement card on an expedited basis (i.e., by other than first class mail), we may charge an expedited delivery fee.
- f. Expedited Card Charge: A \$35.00 charge per occurrence will be imposed each time you request a card be expedited, regardless of the reasons.
- g. Convenience Check Stop Payment. A \$25.00 charge will be imposed from each convenience

check stop payment request (includes verbal requests)

h. Fees and Costs. We may pay someone else to help collect your Account if you do not pay. You agree to pay us all costs to collect your Account, including court costs, reasonable attorney fees and costs, and collection agency costs, if applicable, 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 loan balance and bear interest at the Annual Percentage Rate applicable at that time.

i. Visa International Service Assessment Fee: Transactions conducted in foreign countries (including if the merchant is located in a foreign country but the purchase was made online or via phone in the U.S.) 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 1% of the transaction amount for any card transaction made or processed in a foreign country.

15. 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, as allowed by law. 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 in Section 11. Except for real estate loans or loans secured by your dwelling, collateral securing other loans with us also may be used to secure this Account.

16. Shared Secured Visa Platinum. If you have signed a separate Share Secured Visa Addendum, you understand and agree that you are pledging, under the Uniform Commercial Code, shares on deposit in your specified share account. The terms and conditions relating to the Credit Union’s security interest in your shares is set forth in the Share Secured Visa Addendum.

a. Share Secured Visa is only offered for the Platinum Visa. The APR for the Share Secured Platinum Visa is the Prime Rate + 3.99%, regardless of credit worthiness.

17. Military Lending Act. Pursuant to the provisions of the Military Lending Act, a covered member is a member of the Armed Forces who is currently serving on active duty (under a call or order not less than 30 days), Active Guard, or Reserve Duty or the member’s dependent.

a. Military Annual Percentage Rate. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed 36 percent. The rate must include, as applicable to the transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any applicable fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

b. Security Interest. The credit union’s security interest in all of your credit union shares or deposits pursuant to this agreement will not pertain to your Credit Card Account. A security interest in shares or deposits granted in connection with a loan or line of credit does not secure the Credit Card Account identified above, despite any provision that collateral securing one of your loans secures all your other obligations with the credit union.

c. Share Secured Account. If your Credit Card Account is a shared secured account, the terms and conditions relating to the security interest in those shares is laid out in the Share Secured Visa Addendum.

d. Payments. Your payment obligation is set forth in section 6 of this agreement.

e. To obtain a verbal disclosure regarding the Military Lending Act and a description of the payment obligations, please call us at (800) 247-4364.

18. 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. 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. 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. Payments mailed must reach our office by the due date. Where the due date falls on a weekend or holiday, payments are due the last working day prior to the due 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.

d. Personal Identification Number. We may issue you a Personal Identification Number ("PIN") for using your Card to obtain cash advances 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.

e. If any loan account which you are obligated is 28 days or more past due, we may refuse to process your electronic funds transfer transactions (except ACH transactions).

19. **Default.** You will be in default under this Agreement if any of the following occur: (a) Any minimum 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 incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right.

20. **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. You authorize us to make or have made any credit, employment, and/or investigative inquiry we deem appropriate for the extension of credit, account maintenance, or collection of amounts owing on the Account directly or through a credit reporting agency.

21. **Loss or Theft of VISA Credit Card - Liability for Unauthorized Transactions.** You agree to notify us immediately, orally, or in writing, at iQ Credit Union, P.O. Box 1846, Vancouver, Washington 98668-1846, or telephone (360) 695-3441, or (800) 247-4364 of the loss, of the theft, or the use without your permission of any Card or other credit instrument or device which we supply to you. After normal Credit Union hours and on weekends and holidays, phone (800) 247-4364 and then notify the Credit Union at the first opportunity during business hours. If you notify us of your lost or stolen Card, you will not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your Card, otherwise your liability for unauthorized VISA Credit Card transactions may be up to \$50.00.

22. **Address.** You agree to advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service or from any authorized user. All written notices and statement from us to you will be sent to your address as it appears on our records. Written notices and inquiries from you must be sent to us at:

iQ Credit Union
P.O. Box 1846 Vancouver, WA 98668-1846

23. **Termination.** Your eligibility for this credit line is determined by our loan policy and may be

terminated at our sole discretion, without demand or prior 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.

24. **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 find there is an error on your statement, write to us at the address above. You may also contact us electronically at www.iQcu.com.

In your letter, provide the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the 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 [or electronically]. 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 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 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 report 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:

- The purchase must have been made in your home state within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (NOTE: Nether 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).
- 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.
- 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 [or electronically] at the address listed above or electronically at www.iqcu.com.

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.

25. **Overdraft Privilege.** You agree that if, pursuant to any overdraft privilege on a Credit Union Share Draft Account that you have agreed to, there is an overdraft of Your Share Draft Account, the amount of overdraft will be added to the outstanding balance on Your Visa Credit Card Account, subject to the interest charge provisions set forth Section 10 as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Visa Credit Card Account must be current and not over the credit limit for funds to transfer to the Share Draft Account. Overdrafts are not allowed for the purpose of making loan payments, including Visa Credit Card payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Share Draft Account referred to herein is also subject to a separate agreement between You and the Credit Union. Where the terms of any other agreement between You and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.

26. **Severability.** If any provision of this Agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.

27. **Acknowledgment and Amendments.** You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.

28. **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 Washington.

Call the Credit Union: 360-695-3441
Outside the area: 800-247-4364
Visit us at: iQcu.com

Visa Platinum and VISA Platinum Rewards Credit Card

Agreement and Regulation "Z" Disclosures

