



NORFOLK VA POSTAL CREDIT UNION
P.O. 781 Norfolk, VA 23510
VISA CREDIT CARD AGREEMENT

The information about the costs of the card described in this agreement is accurate as of 01/10. This information may have changed after that date. To find out what may have changed, call us at 757-622-7772, or write us at P.O. Box 781, Norfolk, VA 23501.

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 account with us. We, us and ours mean 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. **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.

2. Lost Card Notification. If you believe the card has been lost or stolen, you will immediately call 1-800-808-7230 to report the loss.

3. 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 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 an electronic fund transfer.

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. 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 at any time, which must be approved by a 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. **Good cause includes your failure to comply with this Agreement or our adverse re-evaluation of your credit worthiness. 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 card(s) 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, to the extent authorized by 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 Balances of purchases and cash advances, the Total New Balance the FINANCE CHARGE due to date, other billed fees and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. 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 \$25.00, whichever is greater, or (b) your total New Balance, if it is less than \$25.00, plus any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, 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 any billed fees, then to previously billed and unpaid FINANCE CHARGE on purchases; then to previously billed and unpaid FINANCE CHARGE on cash advances; any non-accruing balance (e.g. credit insurance); then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement, all of your applied payments will be paid from (highest to lowest if/when applicable) However, any payment equal to or greater than the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE there on so as to avoid continuing accrual of FINANCE CHARGE on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest first. If payment is more than 7 days late, a late fee of \$30.00 will be charged on billing date.

7. Finance Charges. You can avoid FINANCE CHARGE ON PURCHASES by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from date they are posted to your account, will be subject to FINANCE CHARGE. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGE (interest on purchases) is calculated at the periodic rate of 1.09% per month

average daily principal balance. FINANCE CHARGE (interest on cash advances) is calculated at the periodic rate of .08325% per month (ANNUAL

PERCENTAGE RATE of **(*9.99%)**, on the average daily principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balance, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied. Also, a late payment fee equal to \$30.00 of the amount due will be charged to your account if your payment is made 7 days late.

8. Default. You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. 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. If you default, the entire balance of this account shall become due and payable at the option of the Credit Union. Each party hereto further agrees that if payment of this account shall not be made as herein provided, he shall pay the costs of collection, including any attorney's fee in an amount equal to 33.3% of the principal and interest due, but in no event less than \$10.00. The Credit Union can delay enforcing any of its rights under this Agreement without losing them.

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 sales 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 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 voucher which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more refund it on your written request or automatically after 6 months.

11. 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 made in accordance with the operating regulations for international transactions established by VISA, Inc.

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 or services you purchase with the card only if you 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.

14. 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 have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph 6. If you give, or have given us a specific pledge of your credit union shares by signing a pledge of shares agreement, your account will also be secured by your pledged shares and by the property described in those other security agreements.

Effects 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. 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.

Change of Terms. The Credit Union reserves the right to alter the terms of this agreement and will give notice of any change in terms as required by applicable law.

(ANNUAL PERCENTAGE RATE of **(*9.99%)**, on the