## **Members of the Spencerport Federal Credit Union** take pride in carrying one of the best VISA cards in town!

- ▲ No Annual Fee
- ▲ Low 11.90% Annual Percentage Rate
- ▲ Fixed Interest Rate
- ▲ 25 Day Grace Period
- ▲ Balance Transfer Option
- **▲ Convenient Cash Advances**
- ▲ Earn points through Score Card Rewards
- ▲ Easy online payments through EZCardinfo.com

### **You Deserve the Credit!**

Make your new VISA your constant traveling companion and you'll always have instant credit at your fingertips. You new card is already packed with everything you need to take you anywhere you want to go. From the tiniest boutique to the largest resort, your VISA is your ticket to the best.

You'll enjoy more shopping, more fine restaurants, more travel opportunities with your VISA, whether you're going across town or around the world.

Accepted around the globe wherever you see the VISA emblem. You'll benefit from its convenience and security whenever you use your card to travel, shop, or dine. In business or pleasure, you'll find it makes your life a little bit easier.

SPENCERPORT NY 14559-0086

SPENCERPORT FEDERAL CREDIT UNION PO BOX 86

SPENCERPORT Federal Credit Union



CREDIT CARD **APPLICATION** AND DISCLOSURE

P.O. Box 86 2775 Spencerport Rd. Spencerport, NY 14559-0086 (585) 352-6890

www.spnfcu.org

Proudly serving our members since 1962

Place Stamp Here

VISA



# Federal Credit Union

P.O. Box 86 2775 Spencerport Road Spencerport, New York 14559-0086

In this Agreement the words "you" and "your" mean each and all who agree to be bound by this Agreement. "Card" means the VISA card and any duplicates, renewals, or substitutions the Credit Union issues to you. "Account" means your VISA credit card line of credit account with the Credit Union, and "Credit Union" means the Spencerport Federal Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

- 1. Using Your Account If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is a maximum amount of purchases, cash advances, finance charges, plus "other charges" that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of your payment, unless you are over your limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.
- 2. Using the VISA Card You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs), such as the VISA ATM Network, that accept VISA Cards. (Not all ATMs accept VISA Cards). To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You agree that you will not give a card or PIN (Personal Identification Number) to anyone who is not authorized to use your card or PIN. (You also agree not to write your PIN on the card itself).

You may not use your VISA Card for any illegal transaction.

- 3. **Responsibility** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you make with the Credit Union. If this is a joint Account, Section 18 also applies to your Account.
- 4. **Grace Period** In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. Otherwise the finance charge on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to finance charges from the date they are posted to your account.
- 5. Finance Charge The finance charge (interest) on purchases and cash advances is calculated at the periodic rate of .992% per month which is an ANNUAL PERCENTAGE RATE of 11.90%. Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balances for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances or purchases) in your account each day, adding any new purchases or cash advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle. The FINANCE CHARGES on Cash Advances will be added to your cash advance account from the date of each cash advance transaction.

### CREDIT CARD AGREEMENT AND DISCLOSURE

- 6. **Other Charges** The following other charges (fees) will be added to your Account, as applicable. a.) Over-the-Credit-Limit Fee: None b.) Late Payment Fee: \$25.00. Other fees may apply.
- 7. Payments Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says "Now Due" your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is stated as 3.0% of the Total New Balance, or \$25.00 whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union has the right to demand immediate payment of any amount by which you are over your limit.
- 8. **Payment Allocations** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.
- 9. **Security Interest** The Credit Union reserves the right of offset from shares for delinquent credit card accounts.
- 10. **Default** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.
- 11. Liability for Unauthorized Use-Lost or Stolen Card Notification You agree to notify us immediately, orally or in writing at P.O. Box 86, Spencerport, NY 14559-0086 or telephone 585-352-6890 during business hours or 1-800-808-7230 after hours, of the loss, theft, or unauthorized use of your credit card. You will not be liable for unauthorized use. You have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card.
- 12. Changing or Terminating Your Account The Credit Union may change the terms of this Agreement from time to time. Notice of any changes will be given in accordance with applicable law. Use of your Card after receiving notice of change will indicate your agreement to the changes. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as the future transactions.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transaction was unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union, all Cards upon request or upon termination of the Agreement, whether by you or the Credit Union.

The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated by you or the Credit Union. If this is a joint Account, Section 18 of this Agreement also applies to termination of the Account.

- 13. **Credit Information** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.
- 14. **Returns and Adjustments** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request.
- 15. Additional Benefits / Card Enhancements The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
- 16. 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 U.S. dollars will be determined in accordance with the operating regulations established by VISA USA. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government mandated rate on the processing date, or the market rate in effect one day prior to the transaction processing date, increased by one percent. 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.
- 17. **Merchant Disputes** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses arising out of goods or services you pur chase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and your purchase cost was more than \$50 and was made in your state or within 100 miles of your home.

- 18. **Joint Accounts** If this is a joint Account, each person on the Account must read the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
- 19. **Effect of the 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 or receive may contain different terms.
- 20. **No Waiver** The Credit Union can delay enforcing any of its rights any number of times without losing them.
- 21. **Agreement** By using or authorizing the use of the Card that the Credit Union sends you (or its account number) you agree to the terms of this Agreement.
- 22. Military Lending Act Disclosure Note: SFCU's rates are far below the rate requirements of the Military Lending Act. 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 an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application 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).

Updated: October 2017

#### **YOUR BILLING RIGHTS**

This notice contains important information about your billing rights and 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 you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill 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.

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 collect any amount you question, or report you 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 obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any finance charge related

to the 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 bill for 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. We must tell you the name of anyone we report you to and we must notify them when the matter has been settled.

If we do not follow these rules, we cannot collect the first \$50 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 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.

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

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CREDIT LINE

APPROVED BY

VISA Account Number.

DATE APPROVED