

Jordan Credit Union

Cardholder Agreement, Promissory Note, and Open-End Disclosure

6/2/2016
20600

- 1. Applicability.** This cardholder agreement and promissory note applies to both VISA Debit and VISA Credit Card accounts unless otherwise stated. VISA cards can be used at places honoring such accounts. VISA Credit Card purchases or cash advances are added to your VISA Credit Card account balance. Advances made by the credit union paying any share draft in excess of your share draft account balance will be added to your Overdraft account balance if applicable.
- 2. Responsibility.** All persons having an interest in the account, using this account and/or signing the application agreement shall be jointly and severally liable for all credit extended. You will be liable for all actual, implied or apparent authorized use of your account. As a VISA cardholder, you may have access to specifically identified automatic teller machines. The automatic teller machine transactions that you may initiate are: cash withdrawals, deposits and account balance inquiries. The cash withdrawals may be made from your deposit account(s) or credit line if granted by the credit union. If you are utilizing our VISA Check card for ATM account access or purchases, without an attached line of credit, you may be assessed a fee. Refer to the Jordan Credit Union "Fee Schedule" for current fees.
- 3. Promise to Pay.** You promise to pay the credit union any and all amounts borrowed under the agreement, plus any FINANCE CHARGE or other amounts due. You agree to pay on or before the due date shown on your monthly statement.
- 4. Monthly Statements.** Each month the credit union will send you statements showing any transactions on your accounts during that billing cycle as well as your "New Balance." Your statement will also identify the "Minimum Payment" you must make for that billing period and the date it is due. You may pay in full for all your purchases and cash or overdraft advances each month, or you may repay in monthly installments.
- 5. Finance Charge-Credit Account.** A finance charge will be imposed on credit card purchases only if you choose not to pay the entire new balance shown on your monthly statement for the previous billing cycle within 28 days from the closing date of that statement. If you elect not to pay the entire balance shown on your previous monthly statement within that 28 day period, a finance charge will be imposed on the unpaid balance each day after payments and credits have been subtracted and new advances, purchases, and charges have been added. We will calculate the finance charge on your account by applying the periodic rate to the "average daily balance" of your account excluding new purchases. To get the "average daily balance" we take the beginning balance of your account each day and subtract any payments or credits. We do not add in any new purchases. This gives us the average daily balance. Then we add all of the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." A finance charge will be imposed on cash advances from the date the cash advance is posted to your account. You may be subject to a fixed or variable interest rate. The applicable rate will be disclosed to you on your Rate Disclosure Statement and monthly statements. The variable rate is determined by taking the Prime Rate as published in the Wall Street Journal on the last business day of the prior month and adding a percentage. The percentage for variable rate cards is based on your credit history and our underwriting criteria at the time your loan was approved and will be disclosed to you on your Rate Disclosure Statement. An increase in the Prime Rate will increase the variable daily periodic rate and corresponding "ANNUAL PERCENTAGE RATE" and may increase the "FINANCE CHARGE" and the new monthly payment due on your account. The rate will not increase more than monthly. The maximum variable "ANNUAL PERCENTAGE RATE" is the highest rate allowed by law.
- 6. Finance Charge-Overdraft Account.** A finance charge is imposed on all transactions on the day the transactions are posted to your account. There is no grace period. The finance charge on your account will be calculated daily after adding new advances and other charges and subtracting payments and other credits. The ANNUAL PERCENTAGE RATE for the Overdraft account is 18.0% which corresponds to a daily periodic rate of .04932%. The ANNUAL PERCENTAGE RATE for the Overdraft account is a fixed rate.
- 7. Minimum Payment.** If you pay your account in installments, the minimum periodic payment will be 2% of the unpaid balance or \$30.00, whichever is greater. Balances under \$30.00 must be paid in full. If you exceed your credit limit, the amount over that limit will be identified on your statement as "Amount Over Credit Limit."
- 8. Fees.** You agree to pay a late fee of up to \$35 or the amount of the required minimum payment, whichever is less, if you are fifteen (15) or more days late in making a payment. If any check you send to the credit union in payment of amounts you owe on your account is returned unpaid for any reason, you agree to pay a Returned Payment Fee \$25.00 or the amount of the required minimum payment, whichever is less. You agree to pay an over-the-limit fee for each new purchase or advance that results in your credit limit being exceeded. You agree to pay a fee for replacement cards and replacement pins. You agree, as of April 2, 2005, all transactions made in foreign countries will be billed to you in US dollars. Conversion to US dollars is determined by 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 1 percent currency conversion fee or plus 0.8 percent currency conversion fee for international single currency transactions.
- 9. Default.** If you miss a payment or if you break any other promise you have made under this agreement, the credit union may declare your entire balance due and payable at once without notice or demand. The credit union may also do this if you have made any misrepresentations in applying for credit, or if anything happens that indicates to them that you may be unable or unwilling to repay the loans made under this agreement. If the credit union takes collection action or any other legal action under this agreement, you agree to pay all court and collection costs and reasonable attorney's fees.
- 10. Notice of Lost or Stolen Card.** IF YOUR CARD IS LOST/STOLEN PLEASE CONTACT OUR OFFICE IMMEDIATELY AT 1-801-566-4195. IF AFTER REGULAR BUSINESS HOURS CALL: 1-800-682-6075 OR VISIT WWW.REPORTMYCARDS.COM
- 11. Liability for Unauthorized Use of VISA Credit Card.** This limit does not apply to ATM or other transactions using your pin which are not processed by VISA. In any case, your liability will not exceed \$50 if you notify us more than 2 business days after you know of the loss or theft.
- 12. Updated Address.** If you move you must give the credit union your new address so it may change its records.
- 13. Card Usage and Identification of Transactions.** There are alternate procedures to make a purchase or cash advance with your VISA card. One is to present the card to the participating VISA plan merchant, to us, or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. Another, is to complete the transaction 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 system. Another, is to provide the card or card number to a merchant or other financial institution which processes transactions through a non-VISA network, which may or may not require PIN authentication. A non-VISA transaction will not provide the zero liability benefit. The monthly statement will identify the merchant, electronic terminal or financial 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 transaction in order to verify the monthly statement. The credit union may make a reasonable charge for photocopies or slips you may request.
- 14. Security Interest.** Collateral securing other loans you have with the credit union will also secure this loan. If you give the credit union a specific pledge of shares by signing a separate pledge of shares, those shares will be security for your account.
- 15. Illegal Transactions.** You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transaction through the internet. Also, you

agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. You agree to help Jordan Credit Union combat fraud by notifying our office if you plan to travel outside the United States.

- 16. Change in Terms.** You agree to any change of the terms of this agreement. Notice of these changes will apply to your new purchases and advances and to any outstanding balances, unless otherwise prohibited by law. Significant changes, as defined by the Truth in Lending Act, or annual percentage rate changes will take effect after forty-five (45) days advance written notice.
- 17. Ownership of Card.** Any card(s) issued to you under this agreement is the credit union's property. The credit union may terminate this agreement if you break any of your promises or you are in default. You agree to return the card(s) and pay your outstanding balance in full. The credit union may pick up your card(s) at any time after the agreement is terminated or you are in default. You may terminate this agreement by returning your card(s) to the credit union and paying the outstanding balance of your account in full.
- 18. Authorization to Charge Account.** You authorize Jordan Credit Union to charge your account for amounts you owe as a result of a negative account balance or failure to pay another loan or line of credit. Any amount charged to your account pursuant to this provision will be treated as a cash advance and repaid in accordance with this agreement.
- 19. Final Agreement.** This written agreement is a final expression of the agreement between the cardholder and the credit union. This written agreement may not be contradicted by evidence of any oral agreement or alleged oral agreement.

Truth in Billing Statement. 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

1. 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 statement, write us, on a separate sheet, at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first statement 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 checking 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.

2. Your Rights and Our Responsibility 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 or explain why we believe the statement 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 statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any finance charges related to the questioned amount. If we did not 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 to that you have a question about your statement. 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 statement was correct.

Special Rules for Credit Card Purchases

If you have a problem with the quality of the 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 to not pay the remaining amount due on the property or services. There are two limitations on this right.

- 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
- 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.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (801) 566-4195 or
write us at PO Box 1888, Sandy, UT 84091-1888
Our business days are Monday through Friday. Holidays are not included.
Our business hours are 9am to 6pm

To guarantee reservations with Visa, follow these simple steps:

- When you telephone a hotel to reserve accommodations, ask about guaranteeing the reservation with your Visa card.
- Be sure that the reservation clerk gives you a confirmation code, and write it down.
- At most hotels and motels, the deadline for cancelling your reservation will be 6 P.M. hotel time on the day you are scheduled to arrive. But some resorts require notice as much as 72 hours earlier, so ask about the deadline for your destination.
- With a guaranteed reservation, your room will be held for you until check-out time on the day following your scheduled arrival.
- If the hotel has no room for you, they will provide you with a comparable room at another hotel, plus transportation and other related services, at no cost to you.

How to cancel a reservation:

- If your plans change, call the hotel before the specified deadline to request a cancellation. If you fail to do so, you will be billed for one night's accommodation, so it's important to call!
 - Be sure to ask the reservation clerk for a cancellation code, and write it down. If questions arise later, this code will be your proof of cancellation.
- That's all it takes! So for guaranteed reservations and more, have a good trip—with Visa.

If you are traveling or purchasing abroad...

- Jordan Credit Union has begun blocking foreign transactions on VISA cards (debit or credit).
- If you plan on traveling outside the United States with your VISA debit or credit card, it is imperative that you contact JCU at 801-566-4195 or 800-866-1655, before you travel.
- This will allow foreign transactions for the duration of your trip.
- Also, please notify us of a family member abroad using a JCU VISA debit or credit card.



JORDAN

CREDIT UNION

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