

**VISA CLASSIC CARD
AGREEMENT AND
TRUTH-IN-LENDING DISCLOSURE
STATEMENT**

In the Agreement the words You, Your, and Cardholder mean each of all of those who apply for the card or who sign the Card, Agreement or Visa Acceptance Certificate. 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 judgement 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 the charges he or she makes and becomes a party to the Agreement and is also jointly responsible for all charges on the account, including yours.

2. **LOSS OR THEFT OF CARD.** You promise to notify us immediately upon discovering that your CARD has been lost or stolen. Phone us at (217) 278-7700 or write us at PO Box 500 Champaign IL 61824-0500 If you can't get an answer at our phone number, you can call 800 808-7230. It is your responsibility to notify UIECU if your card is lost or stolen. In the event that: (a) Your card is stolen and written notification has been made to us, along with a copy of the police report, we will process a replacement card request. There is no charge for a replacement card under these conditions. (b) Your card is lost and written notification has been made to us, we will process a replacement request. There will be a \$10.00 fee for each replacement card. This fee will be handled by the UIECU as an adjustment to the account balance, as a purchase and may be charged finance charge.

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 the principal. You may request an increase in your credit line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee 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 reevaluation 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 cards 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 in our by-laws.

6. **MONTHLY PAYMENT.** We will mail you a statement every month showing your previous balance of purchases and cash advances, the current transactions on your account, the remaining credit under your credit line, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, and 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 (b) \$15.00 which ever is greater, or your total new balance if it is less than \$15.00 or (c) any portion of the Minimum payment(s) shown on prior statements 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.

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 the 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 is calculated at the periodic rate of 1.125% per month (annual percentage rate of 13.5%) on the average daily principal balance of purchases and cash advances in the account. The principal portion of your previous balances reduced by purchase 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 advance to which the periodic rate is then applied.

8. **FEES.** A late fee of \$25.00 will be assessed to your account if you fail to remit the required minimum monthly payment within 10 days after the payment due date. This will continue each month until the account is no longer past due.

9. **OTHER CHARGES.**

New account at request of member	\$10.00
Emergency card	\$25.00
Returned check fee	\$25.00

10. **DEFAULT.** You will be in default if you fail to make any minimum payment with 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, and increase in your obligations, bankruptcy or insolvency proceeding involving you, your death, your failure to abide by this agreement. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court cost and reasonable attorney's fees.

11. **SECURITY FOR THIS ACCOUNT.** If you have other loans or credit extensions from the University of Illinois Employees Credit Union or take out other loans or credit extensions with us in the future, collateral securing those loans or credit extensions will also secure your obligations under this agreement. You also 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 the goods which have not been paid for. If you sign or have signed a Pledge of Shares which specifically pledges your shareholdings with us to secure this credit card account, your credit card account will be secured by your pledged share in the credit union.

12. **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, a machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, 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 certify the monthly statement. The credit union will assess a reasonable charge for photocopies of slips you request.

13. **REFUSAL TO HONOR CARD.** We are not responsible if a particular Visa plan merchant or financial institution refuses your card.

14. **COPIES OF DOCUMENTATION.** You will be charged \$12.00 for each copy of a draft or sales slip that you request from us (unless the charge is an error). Duplicate copies of your monthly statement will result in a \$2.00 charge for each copy. This fee will be handled as an adjustment and subject to finance charge.

15. **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 slip which we will post to your account. If your credits and payment exceed what you owe us, we will hold and apply this credit balance against future purchases, or refund it on your written request.

16. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be at (I) the wholesale market rate or (ii) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent-Anyone who moves outside the United States permanently is required to pay the remaining balance in full and close the account.

17. **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 defense (other than tort claims) arising out of goods or services your purchase with the card only, if you have made a good faith attempt, but have been 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.

18. **CASH ADVANCE BY PHONE.** If automated teller machines or other electronic devices are available where this agreement remains in effect which make it possible for you to obtain a cash advance by use of your card in such a machine, we will furnish you with a secret personal identification number. 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.

19. **CANCELLATION.** The cards are our property. You can cancel this agreement at any time by giving us written notice and returning the card to us. We can reduce your credit limit or cancel this agreement for good cause, including your breach of this agreement, our adverse re-determination of your creditworthiness, or change in employment status. Cancellation by you or us does not change your obligation to repay us what you then owe us under this credit card agreement. If we cancel, you promise to return the cards to us. We will notify you in writing if we cancel this agreement or reduce your limit.

20. **EFFECT OF AGREEMENT.** This agreement is the contract which applies to all transaction 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 balances as well as to future transactions.

21. **OPTIONAL CREDIT INSURANCE.** You understand that the purchase of Temporary disability and/ or Credit Life Insurance (single or joint) is voluntary and not required in order to obtain credit. You also reserve the right to terminate this insurance by notify UIECU in writing. You may select any insurer of your choice. You elect to become insured with the coverage selected on the UIECU application with the respect to all proceeds advanced to you under the Visa Credit Card Agreement and

You authorize UIECU to add the monthly premium charge to your Visa balance. Your certificate of insurance will be mailed to you, along with an acceptance letter when your UIECU Visa Credit Card is approved.

22. **APPLICABLE LAW.** This Agreement is subject to the laws of the United States and the State of Illinois.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries 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 of paper at the address listed on your statement after the phrase "send inquires to" 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, by 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of you bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)



Annual Percentage Rate *	Grace Period for repayment of the balance for purchases	Method of computing the balance for purchases	Annual Fee	Minimum Finance Charge	Transaction fee for purchases	Cash Advance Fee
13.5%	25 days	Average Daily Balance Method Including New Purchases	None	None	None	None