



## Visa Credit Card Agreement and Disclosure Visa Platinum | Visa Blue | Visa Gold

This Agreement outlines the terms and conditions of the VISA Card with Sound Credit Union. By having signed the VISA Credit Application or signing or using the card, you agree to be bound by and perform the terms and conditions of the Credit Card Agreement and Disclosure Statement.

In this Agreement the words *you* or *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.

### **RESPONSIBILITY**

If we issue you a card, you agree to repay all debts and the FINANCE CHARGES 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 and individually 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 and individually responsible for all charges on the account, including yours. We are not responsible if a merchant, bank, or ATM refuses to honor your card. Although you may have credit available, we may not authorize credit for a particular transaction due to operational difficulties or, in our discretion, for any other appropriate reason.

### **LOSS OR THEFT OF CARD**

You agree to notify us immediately, orally or in writing, at Sound Credit Union, PO Box 1595, Tacoma, WA 98401 or telephone 253.383.2016 or Visa at 800.VISA.911 and advise us of the loss, theft or unauthorized use of your credit card(s). If you notify us of your lost or stolen credit card(s), you will not be liable for any losses, unless you were grossly negligent or fraudulent in handling your credit card(s). Otherwise your liability for unauthorized credit card transactions may be up to \$50.

### **CREDIT LINE**

The approval of your application will establish a Line of Credit for you. We will notify you of this amount when we issue you the card(s). 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 by submitting a new application, which must be approved by Sound Credit Union. You agree that we may change this limit at any time, and we will notify you of any such change that is not temporary. You agree not to permit your unpaid balance to exceed your total credit limit. You understand that if you request an advance or charge against your account which exceeds this limit, we may charge an overlimit fee.

### **CANCELLATION OF YOUR ACCOUNT**

*Cancellation by You:* You may cancel your Account at any time by: (i) returning all Cards to us and (ii) by sending us a letter that you wish to cancel the account. Your card(s) and letter should be addressed to us at our address appearing on your monthly statement.

*Cancellation by Us:* By giving you written notice we may reduce your Credit Line from time to time, or with good cause revoke your card and terminate the Agreement. Good cause includes your failure to comply with the Agreement, or our adverse reevaluation of your creditworthiness. If we cancel your account you must return all cards immediately to us. Any use of the Account or Card(s), after we have cancelled or suspended your Account, may be considered fraudulent.

*You Continue to be Liable:* If your Account is terminated, cancelled or suspended, each of you will continue to be liable for all sums owed on it until the Account is paid in full. You will also remain liable for any use of any Card(s) not returned to us. If your account is suspended, it will not be returned to active status until we specifically inform you, regardless of your receipt of any monthly statement.

### **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. You also understand that our Privacy Policy, as may be amended from time to time, applies to you and your account.

### **MONTHLY PAYMENT**

We will mail you a billing 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, any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment due. You may pay more frequently, pay more than the Minimum Payment or pay the New Balance in full. Any amount paid over the Minimum Payment will be either (a) 2% of your Total New Balance or \$20 which ever is greater; or (b) your Total New Balance if it is less than \$20 plus (c) any portion of the Minimum Payments(s) shown on prior statement(s) which remains unpaid. In addition, if at any time your Total New Balance exceeds your credit line, you must immediately pay the excess upon notification. Borrowing the full amount of your credit line may result in an overlimit fee and increased minimum payment to cover the interest due. Payments are posted in the order as follows: The system applies payments to the balances outstanding as of the last statement in the following order:

- Overlimit Fee
- Late Charges
- Promotional balances
- Purchase new interest unpaid (included insurance interest unpaid)
- Cash Advance new interest unpaid
- Other Fees (both those that have appeared on a statement and those posted in the current cycle that have not yet appeared on a statement)
- Purchase new balance (includes insurance premiums)
- Cash Advance new balance

Payments along with your remittance stub should be mailed directly to us so we receive the payment on or before the payment due date. Payments shall be made by a check or money order made in U.S. funds or an electronic credit issued by a U.S. financial institution naming us as payee.

### **FINANCE CHARGES**

You can avoid Finance Charges 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 on your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charges from the date they are posted to your account. Finance Charge (interest) is calculated by applying a periodic rate to the average daily principal balances of purchases and cash advances on the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply and increased by purchases and cash advances you make and debit adjustments. The daily principal balances for purchases and cash advances 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. The Periodic Rate that is used to compute the FINANCE CHARGE is variable, and will change based on changes in an index, which is the highest "Prime Rate" as published in the *Wall Street Journal* as of the fifth day before the end of the previous calendar month. We add a margin to the index to obtain the **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** is divided by 12 to obtain the periodic rate. The rate will be adjusted on the first day of each billing cycle. The amount of the margin that will apply to your account is based on your credit profile and will be provided to you on or before you receive your card. In addition to the interest charge, a cash advance fee (**FINANCE CHARGE**) equal to 4% of the advance or \$15, whichever is greater, will apply to each cash advance.

### **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. 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 collection agency costs, court costs and reasonable attorneys' fees.

### **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 participating VISA plan merchants, to us or to another financial institution which honors VISA, and sign the sales or cash advance draft which will identify your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with an Automated Teller Machine (ATM) which provides access to the VISA system. Sound Credit Union reserves the right to impose a dollar limit on ATM cash advances made within a single day. Your monthly statement will identify the merchant, electronic terminal or financial institution at which the 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. Sound Credit Union may make a reasonable charge for photocopies of slips which you may request. You may not use the card or account for any unlawful or illegal transaction, and you agree to hold us harmless if you do. We may refuse to honor any transaction that we believe is illegal or unlawful.

### **RETURNS AND ADJUSTMENTS**

Merchants and others who honor the Card(s) may give credit for returns or adjustments and they will do so by issuing this credit to your account. You should retain a copy of this credit slip until you verify the posting of the credit to your account on a monthly billing statement. If your credits or any payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances, or if it is \$1 or more, we will refund it upon your written request or automatically after 6 months.

### **FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign countries 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 up to 3% of the transaction amount for any card transaction made in a foreign country.

### **EFFECT OF AGREEMENT**

We have the right to change any of the terms of this Agreement, including but not limited to rates and fees, at any time. You will be given notice of a change as required by applicable law. Any change in terms governs your Account as of the effective date, and will, as permitted by law and at our option, apply both to transactions made on or after such date and to any outstanding Account balance. We may amend the Annual Percentage Rate on your account. By your continued use of the Card, you agree the new Annual Percentage Rate will apply to the outstanding balance on your account. If you do not accept the new Annual Percentage Rate, you may pay off your balance. We may sell or transfer your account and any amounts owed on your account to another person at any time. If we do, this agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

### **SECURITY INTEREST – COLLATERAL**

Any collateral (except your principal dwelling) securing other loans with us in the past and in the future will also secure your VISA account. This would include consensual security interest in your share and deposit accounts.

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*PLEDGE OF SHARE ACCOUNT: You pledge to us and grant us a security interest in all joint and individual accounts you have with us now and in the future to secure this VISA account. You authorize us to apply the balance in these account(s) to pay any amount due to this VISA Account if you should default, without further notice to you.*

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### **LIMIT ON ADVANCES**

For advances taken from an ATM, there is a limit for each transaction and a \$500 daily limit that you may obtain.

### **OTHER FEES**

- **ANNUAL FEE**
  - Gold: none
  - Blue: none
  - Platinum Awards: \$39 Annual Fee, waived with \$2,500 or more in annual purchases.
  
- **REPLACEMENT CARDS:** We will charge your account \$5 for replacement of a card.
  
- **DRAFT COPY CHARGES:** There is a minimum charge of \$6 per copy for each sales draft requested. If your request is related to a billing error and an error is found, we will reverse any copy charges made to your account.

- **LATE FEES:** When payment is not received on the due date there is a fee of \$39.
- **CARD RECOVERY FEES:** There is a \$65 charge for card recovery due to overlimit or delinquent accounts.
- **COLLECTION FEES:** If you fail to comply with this agreement, you will promise to pay our collection costs and reasonable attorneys' fee to enforce any provision of this Agreement in accordance with state and federal laws.
- **STATEMENT COPY CHARGES:** There will be a charge of \$2 for each copy requested. The fee will be billed directly to your VISA accounts.
- **RETURN CHECK CHARGE:** There is a \$29 per item charge for checks returned for non-sufficient funds.
- **ATM SURCHARGES:** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction. You will also be charged the normal cash advance fee.

### ***YOUR BILLING RIGHTS***

#### ***KEEP THIS NOTICE FOR FUTURE USE***

This notice contains important information about your 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 if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us 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 provide 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.

#### ***Your Rights and Our Responsibilities 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 the error or explain why we believe the bill 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 line. You do not have to pay any questioned amount while we are investigating but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any 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 you to that you have a question about your bill. 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 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 two 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.

*NOTE: Washington State and Federal Laws apply. If any part of this Agreement should conflict with Washington State or Federal Laws, then the Agreement shall be considered changed to conform with the law.*

**VISA PLATINUM AWARDS PROGRAM TERMS AND CONDITIONS**

Platinum Awards cardholders earn one (1) awards point for each net purchase dollar on the card. Merchandise returns and other non-payment credits will be deducted from accumulated awards points. Purchases do not include cash advances (including balance transfers). Awards points do not accumulate for late fees, overlimit fees or finance charges. Sound Credit Union will determine what constitutes a qualifying purchase.

Awards points must be redeemed through the Extra Awards redemption center by going to [soundcu.com](http://soundcu.com) or calling 877. 909.1450, or from outside the US or Canada 206.352.3478, collect. Please refer to the awards website at [soundcu.com](http://soundcu.com) for complete program rules and details.

Any itinerary modifications after ticketing are the sole financial responsibility of the traveler. Travel is based on availability at the time of ticketing. Sound Credit Union is not responsible for over-sold or sold out flights, cancelled flights or changed flights and assumes no responsibility. Tickets may be purchased for any individual that the cardholder designates.

Awards points earned cannot be used in conjunction with any other type of awards program, promotion, frequency reward program, or coupons.

Awards points will expire on the last day of the calendar quarter, four (4) years after the quarter they were earned, on a first-in, first-out basis. For example, awards points earned during January 2009 will expire on March 31, 2013.

For awards points to be redeemed, the VISA Platinum Awards account must not be past due or overlimit at the time the awards points are redeemed. If the VISA Platinum Awards account is closed by the cardholder or Sound Credit Union, the cardholder cannot redeem awards points. The Credit Union will determine what constitutes a closed account.

Awards points are not the property of the cardholder and cannot be bought, sold or transferred in any way. Awards points have no cash value and cannot be used to pay other obligations to Sound Credit Union or any other party. No cardholder or claimant is entitled to compensation from Sound Credit Union if awards points are revoked, terminated or lost.

Sound Credit Union reserves the right to amend the program at any time.

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