

**EAST SYRACUSE OFFICE**

Phone (315) 656-8220  
Fax (315) 656-9389

Classic VISA  
**CORE FCU CREDIT CARD AGREEMENT**

**NORTH SYRACUSE OFFICE**

Phone (315) 458-0439  
Fax (315) 452-1061

**NOTICE: See reverse side for important information regarding your rights to dispute billing errors.**

In this Agreement the words you and your mean each and all of those who abide by this Agreement. Card means a VISA credit card and any duplicates and renewals the Credit Union issues. Account means your VISA credit card line of credit account with the Credit Union. Credit Union means the Credit Union whose name appears in this Agreement.

**1. Using the Account.** If you are approved for a VISA account, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

**2. Using the Card.** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**3. Responsibility & Joint Accounts.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorized 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 made with the Credit Union. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance.

If more than one person abides by this Agreement, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together. Each of you authorizes the other(s) to make purchases and cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

**4. Finance Charges.** 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 a finance charge from the date they are posted to your account. The finance charge (interest) on purchases is calculated at the periodic rate of .99% per month, which is an **ANNUAL PERCENTAGE RATE of 11.9%**. The finance charge (interest) on cash advances is calculated at the periodic rate of 1.04% per month which is an **ANNUAL PERCENTAGE RATE of 12.5%**. 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 new purchases or cash advances (which 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.

**5. Other Charges.** The following other charges will be added to your account, as applicable. **(a) Over-the-Credit-Limit Fee:** If you exceed your established credit limit, the credit union will impose a \$0 fee. **(b) Late Payment Fee:** If you are 5 days or more late in making your payment, a late charge of \$25 will be added to your account. **(c) Collection Costs:** You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted under the law.

**6. Monthly Payment** Each month you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 2% of your Total New Balance but not less than \$10, plus the amount of any prior minimum payments that you have not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand.

**7. Security Interest & 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, are 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 which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union has the right to demand immediate payment of our full account balance without notice. If immediate payment is demanded, you will continue to pay a finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

**8. Liability for Unauthorized Use/Lost Card Notification.** You agree to notify us immediately, orally or in writing, of the loss, theft or unauthorized use of your Credit Card. Unauthorized use means the use of a credit card by a person, other than the cardholder, who does not have actual, implied, or apparent authority for such use, and from which the cardholder receives no benefit. If you notify us of your lost or stolen Credit Card within two (2) business days of your discovery, you may not be liable for any losses. This zero liability limit will apply provided you were not grossly negligent or fraudulent in handling your Credit Card. If you notify us or your lost or stolen Credit Card after two (2) days, your liability for unauthorized VISA Credit Card transactions shall not exceed \$50.00.

**9. Lost or Stolen Card Notification.** If you believe your credit card has been lost or stolen, immediately inform the Credit Union by calling (315)656-8220 or Visa at (800) 872-1712, 24 hours a day, 7 days a week.

**10. Changing or Terminating Your Account.** The credit union may change the terms of the Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balances as well as to future transactions.

Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the credit will not affect the charges you owe under this Agreement. The 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 this Agreement whether by you or the Credit Union.

**11. 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. All applications are subject to credit approval.

**12. Returns and Adjustments.** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip 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 amount is \$1 or more, it may be refunded upon your written request or automatically after six months, so long as the action does not pose a credit risk for the Credit Union and in conjunction with Visa operating regulations.

**13. International Transactions.** Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions 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, plus a 1% International Transaction pass through fee charged by VISA. A 1% International Transaction fee will only be assessed on all transactions where the merchant country differs from the country of the card issuer if Visa performs the currency conversion or 0.8% if Visa is not required to perform the conversion to U.S. dollars.

**14. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state within 100 miles of your home.

**15. Additional Benefits/Card Enhancements.** The Credit Union from time to time may offer additional services on your account, such as travel accident insurance or Scorecard Reward Points, at no extra cost. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**16. Effects of Agreement.** This Agreement is the contract which applies to all transactions on our account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**17. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**18. Statement and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice of all.

**19. Final Expression.** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

**20. Copy Received.** You agree that you have received a copy of this Agreement to retain for your records.

#### 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.**

#### **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, 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 share draft account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us **3 business days** before the automatic payment is scheduled to occur.

#### **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 is 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 an 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 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 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 statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within **10 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.