



**VISA Platinum Terms and Conditions (“Agreement”) and Federal Truth in Lending Disclosure and Borrower Agreement**

**VISA Platinum Account-Opening Disclosures**

<b>INTEREST RATES AND OTHER CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.9%</b>
<b>APR for Balance Transfers</b>	<b>8.9%</b>
<b>APR for Cash Advances</b>	<b>8.9%</b>
<b>Penalty APR and When It Applies</b>	<p align="center"><b>17.9%</b></p> <p>This APR may be applied to your account if you make a payment that is more than 60 days past due.  <b>How Long Will the Penalty APR Apply?</b> If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Int. Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>FEES</b>	
<b>Annual Membership Fee</b>	<b>None</b>
<b>Transaction Fees</b> • Foreign Transaction	<b>3% of each foreign transaction in U.S. dollars</b>
<b>Penalty Fees</b> • Late Payment • Ret. Pmt. Charge • Over-the-Credit Limit	<b>\$25</b> <b>\$25 per item</b> <b>None</b>
<b>Other Fees</b> • Additional Card Fee	<b>\$5</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases)”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**VISA Platinum Agreement**

(If joint Account, read singular pronouns in the plural). In this Agreement, the words “you” and “your” refer to the person(s) contractually liable for any Card(s) which are issued. If there is more than one such person, the words “you” and “your” refer to all of those persons, and each such person, joins and accepts this Agreement and assumes the obligations hereunder jointly and severally.

Upon approval of your Application and the issuance of the Card, you agree with Lender as follows:

**1. Definitions.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

“**Account**” shall mean the Visa open end line of credit account approved by Lender for your use.

“**Agreement**” shall mean this Visa Borrower Agreement.

“**Annual Percentage Rate**” shall mean the cost of your credit expressed as a yearly rate as set forth in the Schedule of Fees and Charges.

**“Application”** shall mean your request to the Lender for the establishment of an Account in a manner approved by the Lender.

**“Authorized User”** shall mean the person(s) permitted by you to obtain credit under your Account, whether or not named in your Application, or the person(s) to whom you lend your Card.

**“Billing Cycle”** shall mean the time period that expires between regular Monthly Billing Statements.

**“Card”** shall mean any Visa credit card issued to you by the Lender pursuant to this Agreement which bears the service marks owned and licensed by Visa USA.

**“Cash Advance”** shall mean cash credit extended by the Lender to you in the form of a loan of money made when you present the Card to the Lender or to another participating financial institution, including cash credit extended to you via an automated teller machine.

**“Closing Date”** shall mean the date of the last day of a Billing cycle.

**“Credit Limit”** shall mean the maximum amount of credit available to you on your Account as set by the Lender from time to time.

**“Credit Purchases”** shall mean extensions of credit from the Lender to you (other than Cash Advances) for Credit Purchases of merchandise or services through participating merchants, including mail or phone purchase orders of merchandise effectuated by using the account number on a Card.

**“Due Date”** shall mean the date specified on your Monthly Billing Statement as the Due Date for payment to the Lender on your Account which is the 25th day after the immediately preceding Closing Date.

**“Finance Charge”** shall mean the cost of credit extended to you on your Account as determined by the Lender expressed as a dollar amount.

**“Grace Period”** shall mean the time period in which the New Balance on a Monthly Billing Statement must be paid in full to avoid the assessment of a Finance Charge on Purchases. The Grace Period begins on the day following the Closing Date of a Billing cycle and extends until the Due Date.

**“Lender”** shall mean Security Credit Union or any other person or entity to which the Lender assigns this Agreement or any of its rights under this Agreement.

**“Monthly Periodic Rate”** shall mean your Annual Percentage Rate divided by 12.

**“Monthly Billing Statement”** shall mean the statement sent to you on a monthly basis reflecting all charges and credits to your Account for each Billing Cycle.

**“New Balance”** shall mean the total of the Previous Balance together with New Credit Purchases, Cash Advances, accrued Finance Charge and other fees and charges, less payments and credits, posted to your Account during Billing Cycle.

**“New Credit Purchases”** shall mean the Credit Purchases posted to your Account during the Billing Cycle reflected on your most recent Monthly Billing Statement.

**“Preauthorized Charges”** shall mean Credit Purchases for which you have given your preauthorization for a merchant or other person to debit your Account at specified times.

**“Previous Balance”** shall mean the balance of your Account at the beginning of a Billing Cycle, which is the same amount as that shown on the “New Balance” on your Monthly Billing Statement for the immediately preceding Billing Cycle.

**“Schedule of Fees and Charges”** shall mean the schedule shown at the end of this Agreement, including all amendments to that schedule, which lists the costs associated with your Account.

**“Unauthorized Use”** shall mean the use of your Card by a person who does not have actual, implied, or apparent authority to use that Card. If you receive a benefit from the use of a Card by another or if a Card is used by an Authorized User, such use will not be regarded as Unauthorized Use.

**2. Account Access.** You may access your Account by using your Card or account number to make Credit Purchases and to obtain Cash Advances up to your Credit Line, unless your Account is in default or has been terminated. If the Credit Union issues you a personal identification number, you may also use your card to obtain Cash Advances via automatic teller machines which accept your card for that purpose.

**3. Promise to Pay.** You promise to pay the Lender all amounts charged to your Account by you or by any Authorized User who has access to your Account, with actual, apparent or implied authority for use of your Account, including Finance Charges and other fees according to the required minimum monthly payment schedule. Your liability will extend throughout the term of the Agreement and until all issued and outstanding Cards are returned to the Lender and all Preauthorized Charges are canceled by you. If you lend your Card to another person, you will have given that person actual, implied or apparent authority to use your Card and you will be liable for all Credit Purchases and Cash Advances made by that person on your Account until the Card is returned to you or the Lender. If more than one person is obligated under this Agreement, the Lender may accept directions and written notices from any one of those persons without requiring the consent of any other persons.

**4. Lost Cards.** You will immediately notify Lender if you or any Authorized User loses or misplaces any Card. You may be liable for the Unauthorized Use of a Card. You will not be liable for the Unauthorized Use of a Card that occurs after you notify Lender of the loss, theft or possible Unauthorized Use by reporting the loss or theft of a Card in writing at: Security Credit Union, P.O. Box 5160, Flint, Michigan 48505, or by calling telephone number 1-877-467-3069. In any event, you will not be liable for Unauthorized Card usage.

**5. Finance Charge.** Except as provided in Section 7, the Finance Charges shown on your Monthly Billing Statement are figured by multiplying a Monthly Periodic Rate (see Schedule of Fees and Charges for this rate and its corresponding Annual Percentage Rate) times the Average Daily Balance of both Credit Purchases and Cash Advances as follows:

**(a) Cash Advances.** A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the Billing Cycle in which the Cash Advance is posted to your Account, whichever is later, regardless of when and how much you pay after being billed. The Finance Charge for a Billing cycle is computed by applying the Monthly Periodic Rate to the Average Daily Balance of Cash Advances, which is determined by dividing the sum of the daily balances during the Billing Cycle by the number of days in the Billing Cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of each day of the Billing Cycle any new Cash Advances posted to your Account and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid Finance Charges, Late Charges, and Returned Payment Charges.

**(b) Credit Purchases.** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your Monthly Billing statement for the previous Billing Cycle within 25 days from the Closing Date of that statement, if you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day Grace Period, a Finance Charge will be imposed on the unpaid Average Daily Balance of such Credit Purchases from the previous statement Closing Date and on New Credit Purchases from the date of posting to your Account during the current Billing cycle, and will continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the Closing Date. The Finance Charge for a Billing Cycle is computed by applying the Monthly Periodic Rate to the Average Daily Balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the Billing Cycle by the number of days in the Billing Cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of each day of the Billing Cycle any New Credit Purchases posted to your Account, and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid Finance Charges, Late Charges, and Returned Payment Charges.

**(c) Penalty Rate.** If your account is sixty (60) days or more past due, your account will be subject to a finance charge based on a penalty monthly periodic rate and corresponding annual percentage rate (See Schedule of Fees and Charges for the penalty monthly periodic rate and corresponding Annual Percentage Rate.) This rate will remain in effect until such time that you cure the default and make the minimum monthly payment by the due date for six (6) consecutive months.

**6. Late Charge.** If you do not pay at least your minimum monthly payment by the Due Date shown on your Monthly Billing Statement, Lender may assess your Account a Late Charge in an amount as set forth in the Schedule of Fees and Charges.

**7. Penalty Rate.** If you make a payment that is more than 60 days past due, your account balance is subject to a Penalty Rate. In that event, your Monthly Periodic Rate will be equal to the Penalty Monthly Periodic Rate disclosed in the Schedule of Fees and Charges, and your Finance Charges will otherwise be determined as discussed in Section 5. We will notify you as required by law before imposing this Penalty Rate. Once your account is subject to a Penalty Rate, the Penalty Rate will apply until you make six consecutive minimum payments when due.

**8. Returned Payment Charge.** You will be charged a Returned Payment Charge for each check, draft or order which you submit to Lender as a payment on your Account which is returned to Lender unpaid in an amount as set forth in the Schedule of Fees and Charges.

**9. Fees and Charges.** In addition to the Finance Charge, Late Charge, and Returned Payment Charge, you agree to pay to the Lender the additional fees and charges as described and set forth in the Schedule of Fees and Charges. All fees and charges will be automatically posted to your Account and will be included in the amount shown for Credit Purchases on your Monthly Billing Statement.

**10. Information Updates.** You will provide facts to update information contained in your original Application or other financial information related to you at Lender's request.

**11. Credit limit.** You will be notified of your Account's Credit Limit which will be applicable to all amounts you owe on your Account at any time. You will keep your unpaid balance within the Credit Limit as set by Lender (Lender reserves the right to increase or decrease your Credit Limit without notice to you at any time in its sole discretion) and you will pay any amount over your Credit Limit immediately to the Lender without demand, whether or not Lender authorized the Credit Purchase or Cash Advance which caused you to exceed your Credit Limit. Even if your unpaid balance is less than your Credit Limit, you will have no credit available during any time your Account is in default.

**12. Minimum Monthly Payment.** You will pay a minimum monthly payment equal to the greater of 2% of your Account's New Balance or \$15.00, unless your New Balance is less than \$15.00, in which case your payment will be that balance. In addition, your minimum monthly payment will include any amount you owe in excess of your Credit Limit. You may pay any amount over your minimum monthly payment at any time without penalty. In addition to your minimum monthly payment, you agree to immediately pay to the Lender any amount past due or in excess of your Credit Limit. Payments must be received by the Lender in the manner set forth on your most current Monthly Billing Statement on or before the Due Date. All payments must be made in lawful money of the United States. You will have a payment due every month on the specified Due Date even if you have paid more than a regularly scheduled minimum monthly payment at any previous time.

**13. Monthly Billing Statements.** Lender will mail you a Monthly Billing Statement each month in which there is a debit or credit balance over \$1.00, or when a Finance Charge is imposed. Lender need not send you a monthly statement if Lender feels your Account is uncollectible or has started collection proceedings against you because you defaulted. Except where federal law requires otherwise, the Monthly Billing Statement will be final as to the amount owed unless you object in writing within 60 days after the Lender has mailed the Monthly Billing Statement to you. Your right under federal law to the correction of billing errors is explained in the accompanying notice of Your Billing Rights.

**14. Set Off and Lien Impressionment.** Unless prohibited by law, the Lender shall have the right to set off the amount of any funds you have on deposit with the Lender or any other amounts owed to you by the Lender against any amounts charged to your Account after your Account has been canceled or terminated. This right of setoff will not extend to any deposits established under a governmental approved tax deferral deposit plan such as an I.R.A. or KEOGH account. Lender also impresses a lien upon your shares and dividends and has the right to enforce that lien in a manner similar to enforcing its right of setoff.

**15. Security.** If you have given the Lender a security interest in any property (other than your principal dwelling or "household goods" as defined in the Federal Trade Commission's Credit Practices Rule) as part of any other agreement with the Lender, that property is also pledged by you as security for the credit extended under this Agreement, unless prohibited by law. This provision is the Security section under the Truth in Lending disclosure of this Agreement as well as a statement of contract which results in collateral securing other loans with Lender also securing this Agreement.

To the extent permitted by law, you grant Lender a purchase money security interest in all goods you purchase under your Account to the extent you continue to owe Lender for the purchase of such goods under your account if such goods are "household goods", and to the extent you continue to owe Lender any money under your Account if such goods are not "household goods". Further, if you give Lender a specific pledge of other collateral to secure the repayment of your Account, such as a pledge of your shares or deposits, then such other collateral will also secure the repayment of your Account.

**16. Application of Payments.** When you remit only the required minimum monthly payment, the Lender reserves the right to apply the payment to your account in any manner it may choose in its sole discretion. When you remit a payment that exceeds your required minimum monthly payment, the Lender will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

**17. Optional Credit Insurance.** If you elect to purchase optional credit insurance, the premiums for such insurance coverage will be automatically charged to your Account as a Credit Purchase. Required Truth in Lending disclosures related to the purchase of such optional credit insurance will be or have been provided in a document separate from this Agreement.

**18. Default and Remedy.** You will be in default and the Lender may, to the extent permitted by law, terminate your Account and declare the entire unpaid balance of your Account immediately due and payable if:

- (a) You do not make any payment or perform any obligation under this Agreement or any other agreement that you have with Lender; or
- (b) You have made a false or misleading statement on your Application and/or in your representations to Lender while you owe money on your Account; or
- (c) You should die, or be involved in any bankruptcy, insolvency, receivership or cash proceedings brought by or against you; or
- (d) A judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with Lender; and/or
- (e) Lender should, in good faith, believe your ability to repay any indebtedness due under your Account is or soon will be impaired, time being of the very essence.

If more than one person is obligated under this Agreement, the Lender may proceed with collection action against any one of the persons obligated under this Agreement without first proceeding against or collecting from any other person. To the extent permitted by law, the Lender shall be reimbursed by you for all of its costs and expenses, including reasonable attorney fees, incurred in the course of collecting any amounts owed on your Account.

**19. Change of Address.** You will notify Lender promptly if you move or otherwise have a change of address.

**20. Foreign Transactions and Transactions in Currency other than U.S. Dollars.** If you effect a transaction with your VISA in a currency other than U.S. Dollars, VISA International will select a rate 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 each of the above instances, plus a 3% International Transaction Fee.

**21. Refunds and Returns.** If a merchant or other person honoring your Card agrees to give you a refund or adjustment on a Credit Purchase, you agree to accept a credit to your Account in lieu of a cash refund or cash adjustment.

**22. Disputes.** You agree to make a good faith effort to settle all disputes concerning Credit Purchases made through the use of your card with the merchant or other person honoring the Card. Except as provided in the notice of Your Billing Rights, you agree to pay the Lender all amounts charged to your account despite any such dispute.

**23. Use of Card for Illegal Activity.** You agree that you will not use your account for any transaction or activity which is illegal under state or federal law.

**24. Waiver of Claims.** You waive and release Lender from all defenses, rights and claims you may have against any person or company honoring a Card or other access device or not permitting a Credit Purchase or Cash Advance, except where such rights cannot be waived under the Fair Credit Billing Act (see Your Billing Rights). If your Account is available to provide overdraft protection to a deposit account under a separate Overdraft Protection Request/Agreement, you hold Lender harmless from any and all claims which might otherwise arise if an advance is not processed to cover an overdraft regardless of whether or not credit was available under your Account.

**25. Cancellation.** You may cancel this Agreement with Lender or revoke any Authorized User's status at any time by notifying Lender in writing and returning any affected Card. You understand and agree that Lender has up to ten (10) days after such notice to effectuate your cancellation or revocation of Authorized User's status. You remain obligated to Lender for all Credit Purchases or Cash Advances made prior to or up to ten (10) days after such cancellation or revocation, and Lender may declare your balance due and payable together with all applicable Finance Charges and other fees and charges; otherwise you remain obligated to repay any unpaid balance according to this Agreement.

**26. Amendment.** Lender may change the terms of this Agreement by mailing or delivering to you written notice of the charges as prescribed by the Federal Truth in Lending Act. Unless prohibited by law, Credit Union's right to change terms of this Agreement includes the ability to change the Annual Percentage Rate applicable to your account and to apply the new Annual Percentage Rate to the existing unpaid balance.

**27. Delay in Enforcement.** The Lender does not lose any of its rights under this Agreement if it delays enforcing them.

**28. Effect of Unenforceable Provision.** If any provision of this Agreement is determined to be unenforceable or invalid, all other provisions shall remain in full force and effect.

**29. Provision Captions.** The captions and catchlines used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

**30. Applicability.** This Agreement applies to your Platinum Visa Account with the Lender.

**31. Assignability.** You shall have no right to transfer your Account or to assign this Agreement. The Lender, however, shall have the right to assign and transfer, at any time and in its sole discretion, this Agreement or any or all of its rights under this Agreement to any other person or entity.

**32. Ownership of Card(s).** Any Card(s) issued in relation to your Account is the property of the Lender and upon demand of Lender, you will surrender it to Lender or its authorized agent or destroy it by cutting it in half.

**33. Skip Payment.** At Lender's option, you may be permitted to skip a minimum monthly payment for one or more months without penalty. Finance Charges will, however, continue to accrue on your unpaid balance during such a time, and your next minimum monthly payment will be calculated according to this Agreement.

**34. Governing Law.** Except to the extent that federal law controls, this Agreement is controlled by the laws of the State of Michigan.

#### SCHEDULE OF FEES AND CHARGES

Monthly Periodic Rate	<b>0.742%</b>
(Corresponding ***ANNUAL PERCENTAGE RATE***)	<b>8.9%</b>
Penalty Monthly Periodic Rate	<b>1.492%</b>
(Corresponding ***PENALTY ANNUAL PERCENTAGE RATE***)	<b>17.9%</b>
International Transaction Fee	3% of purchase amount
Late Charge	\$ 25.00
Returned Payment Charge	\$ 25.00
Card Replacement Fee	\$ 5.00 per card

#### YOUR BILLING RIGHTS KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

##### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: Customer Service, P.O. Box 5054, Sioux Falls, SD 57117.

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

##### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

##### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Customer Service  
P.O. Box 5054  
Sioux Falls, SD 57117

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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Rev. 12-12B