

# Visa® Gold Credit Card Agreement

*In this agreement the words you and yours mean each and all of those who apply for the Card. CARD means the VISA Gold Credit Card and any duplicates and renewals we issue. ACCOUNT means your VISA Gold Credit Card Line of Credit Account with us. We, us or ours means this Credit Union.*

**1. Using the Account.** Initial use, retention, or signing by you of a VISA Gold Credit Card, issued by Professional Federal Credit Union, constitutes your acceptance of the terms and conditions contained in this Agreement. If you are approved for a VISA Credit 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. 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 which is subject to approval by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time. 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.

**2. Using the Card.** You may use the Card issued to you to make Purchases in person, online, and by mail or telephone from merchants and others who accept VISA Credit 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 will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

**3. Convenience Checks.** We may supply you with personalized Convenience Checks which are subject to the following conditions. Only the person whose name is printed on a Convenience check may sign it. All Convenience Checks must be written in U.S. Dollars. We will not certify a Convenience Check. We are entitled to return it unpaid if there is not enough available credit on your Account to pay it, if you are in default under this Agreement, if your Card or Convenience Checks have been reported lost or stolen, or if

the Convenience Check is post dated (shows a future date). Any Convenience Check that we pay will be added to your Account as a Cash Advance. Convenience Checks may not be used to make payments on any Professional Federal Visa Account.

**4. Responsibility.** 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. Your obligation to pay the amount owed on your Account continues until paid in full even though an agreement, divorce decree or other court judgement to which the Credit Union is not a party may direct someone else to pay the Account balance.

**5. 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 periodic rate and corresponding Annual Percentage Rate that applies to your Account is a variable rate that may change each calendar quarter.

The ANNUAL PERCENTAGE RATE applicable for each billing cycle commencing in a calendar quarter is the highest prime rate published in the Wall Street Journal on the 10th day (or next business day) of the month preceding the calendar quarter (March, June, September and December) plus 6.0%. The periodic rate is 1/12 of the applicable Annual Percentage Rate. Any change in the periodic rate will go into effect on the first day of your new Billing Cycle and may result in an increase or decrease in the Finance Charge imposed on your Account. An increase in the ANNUAL PERCENTAGE RATE will cause an increase in the number of payments. 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 any new Purchases or Cash Advances (whichever 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.

**6. Other Charges.** The following other charges will be added to your Account, as applicable:

OVER-LIMIT FEE.....	up to \$25.00
LATE PAYMENT FEE.....	\$25.00
RETURNED CONVENIENCE CHECK FEE.....	\$25.00
ISA* FEE.....	1% of transaction

**7. 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 3% of your Total New Balance but not less than \$25.00, 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.

**8. 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 are deceased, file for bankruptcy or become insolvent, that is, 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 your 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. 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.

**9. Liability for Unauthorized Use.** You agree to notify us immediately, orally or in writing of the loss, theft, or unauthorized use of your VISA Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized Purchases made with your Credit Card.

**10. Lost Card Notification.** If you believe the Card has been lost or stolen, you should immediately call the Credit Union

\*International Service Assessment

at 260-483-0514 or toll-free at 800-752-4613. You may also write the Credit Union at P.O. Box 5466, Fort Wayne, IN 46895. After hours you should call 888-373-2880.

**11. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time after giving you an advance notice as 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 balance 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 Union will not affect your obligation to pay the Account balance plus any finance and other 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.

**12. 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.

**13. 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, 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 \$1.00 or more, it will be refunded upon your written request or automatically after six months.

**14. Foreign Transactions.** Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to Dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

If a transaction is made in a foreign currency, Visa will convert the transaction into a U.S. Dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date.

On all international (cross-border) Purchases, credit vouchers and cash disbursements, irrespective of currency conversion, you will be charged a Visa 1% ISA (International Service Assessment) fee. The rate in effect on the processing date may differ from the rate on the day you used your Card or Account.

**15. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. 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.

**16. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, Cash Advances, credit or other slips you sign or receive may contain different terms.

**17. Cancellation.** You may cancel your Account at any time by notifying us in writing at the address on your monthly statement and returning all Cards issued on your Account, cut in half, and returning all unused Convenience Checks. Even after your Account is closed, you remain responsible for paying any amounts you owe on the Account according to the terms of this Agreement. If this is a joint Account, either of you may request that the Account be closed and we will honor that request without us having any liability to either of you. We can suspend your Account privileges or cancel your Account at any time, with or without cause or notice. We may take such action if you do not use your Card to make Purchases or Cash Advances.

**18. Security Interest:** Collateral securing other loans with us (excluding any dwelling) may also secure payment of obligations incurred through the use of this Card.



## Visa® Gold Variable Rate Credit Card Agreement



ProFed  
P.O. Box 5466  
Fort Wayne, IN 46895-5466

[www.profedcu.org](http://www.profedcu.org)



Federally Insured by NCUA