

Application and Solicitation Disclosure

Visa Platinum Visa Classic Visa Share Secured



CREDIT CARD AGREEMENT FOR YOUR VISA® ACCOUNT

NOTICE: PLEASE RETAIN THIS COPY OF YOUR AGREEMENT AND TRUTH IN LENDING DISCLOSURE FOR FUTURE REFERENCE.

Annual Percentage Rate (APR) for Purchases, Balance Transfers & Convenience Checks:

Platinum 8.75% APR

Classic 11.75% APR

Secured 8.75% APR

TERMS USED IN THIS AGREEMENT: In this Agreement, the words “we,” “us,” “Credit Union” and “WSFCU” mean **Western Sun Federal Credit Union** or its successors. “You” and “your” mean any person who signs this Agreement or uses this card. “The Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the card” means any procedure used by you, or someone authorized by you to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use of the card” means the use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

Rates are subject to change for future purchases only with a 45 day notification. Rates on existing balances, at the time of the rate increase, would not be affected. However, we may reduce charges, fees, and rates without sending you an advance notice.

Savings account required: All WSFCU Credit Card account owners must have an open savings account with a minimum balance of \$5.00. If you do not have one, we may open one for you and charge your credit card with a purchase transaction.

Grace Period for Repayment of Balances for Purchases: You have no less than 25 days to repay your balance for purchases before a finance charge will be imposed.

Method for Computing the Payment for Purchases: Average Daily Balance (excluding new purchases) \$10.00 Minimum OR 3% of principal balance.

Cash Advances and Balance Transfers, including convenience checks will be charged interest from the date of the transaction.

Late Payment Fee: You will be required to pay a late payment fee of \$15 if you do not pay at least the minimum payment by the due date on your statement.

Returned Check Fee: We will charge you a Returned Check Fee of \$25.00 each time you pay us with a check that is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers & Cash Advances	8.75% to 11.75% based on your creditworthiness when you open the account. After that, your APR is subject to change for future purchases with a 45 day notification.
Penalty APR and When It Applies	11.75% or 14.75% after 60-day delinquent or you make a payment that is due but is returned & causes your account to be past due. If your APRs are increased for either of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
How to Avoid Paying Interest on Purchases	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, balance transfers and convenience checks on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	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: www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees:	
Balance Transfers	None
Cash & ATM Cash Advances	3% Maximum \$25. Limit 2 per day totaling \$2,000/ATM \$1,010.
Convenience Checks	\$2.00
Foreign Transaction	1% of the U.S. Dollar amount of each transaction made in a foreign currency or made in U.S. Dollars that is processed outside the United States. This fee will be in addition to any other applicable fee.
Penalty Fees:	
• Late Payment	\$15.00
• Returned Payment & Returned Convenience Check Fee	\$25.00
• Overlimit Fee	NONE
Miscellaneous Fees:	
Statement Reprint	\$3.00
Retrieval Request	\$2.00
Card Replacement	\$5.00
Rush Card	\$75.00
On Demand ACH	\$5.00

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

Credit Counseling Hotline • 1-866-344-8880

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19. Joint Applicant Liability. If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designate the other as an agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

20. “VISA” Rules and Regulations. The services being provided to you under this Agreement are made possible by Issuer’s status as a license of VISA U.S.A. You recognize issuers responsibility to comply with the current VISA U.S.A. rules and regulations and changes to them in order to continue to provide these services.

21. For purposes of this section, the words “I” and “we” mean each and every person signing, using, or having a credit card with WSFCU.

a. Security Interest Specific for Credit Cards.

I/We acknowledge and pledge, specifically as a condition of my/our use of the credit card, that I/we have voluntarily granted WSFCU a security interest in all of my/our individual and joint share accounts at WSFCU. If my/our credit card loan becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

b. CROSS COLLATERALIZATION. If the property is not a dwelling, the security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.

To Contact Us:

**Western Sun Federal Credit Union
4620 W. Kenosha St.
Broken Arrow, OK 74012
Direct (918) 362-1400
Fax (918) 362-1470**

1. This is Your Agreement with WSFCU. Please read the Agreement carefully and keep a copy for your records. It is a summary of terms that control the use of your credit card account. By using your credit card, you agree to all of the terms of this Agreement. Every card remains the property of WSFCU. We have the right to cancel your account at any time with or without written notice to you. You must return the card if we ask you to do so. You cannot use the card after it has been canceled.

2. Maximum Amount You May Owe WSFCU. The maximum amount you may owe us at any time is the amount of your assigned credit limit plus any fees or interest. You may not use your card if you owe us more than your credit limit. If you exceed the credit limit, you must pay this amount immediately. You may request a change to your credit limit by calling (800) 828-4771. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time without notice.

3. Promise to Pay. You agree to pay us the amount of all purchases and cash advances that you, your joint cardholder, and/or authorized users make using your credit card or any other access device provided. You also agree to pay the total of any interest charges and other charges/fees due on your account according to the Agreement. If this is a joint account, the joint cardholder also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances also. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment.

4. You May Cancel Your Account. You may cancel your credit card account with us at any time by notifying us using the contact information found in this agreement. For credit card accounts requested by telephone, you may cancel the account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement.

5. Lost Card Notification. If you believe the Card has been lost or stolen call 844-348-7524 or International 301-945-3575 24-hours a day 7 days a week to report the loss.

6. Liability for Unauthorized Use. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card after you notify us in writing at: PO Box 2711, Omaha, NE 68103-2711 or call (844) 348-7524, of the loss, theft, or possible unauthorized use. This does not apply if you are grossly negligent or fraudulent in handling your Card. In any case, your liability for unauthorized use will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee).

7. Consumer Reporting Agencies. WSFCU may report information about your credit card account to consumer reporting agencies. We may also access your credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases.

8. How Much You Must Pay Us. Your monthly statement will tell you the total amount that you owe us, the minimum payment that you must make, and your payment due date. The minimum payment for credit card accounts will be the greater of 3% of the new balance or \$10.00. If the new balance of your account is less than \$10.00, the minimum payment will be the new balance. Your minimum payment due will include all past due and over limit amounts as well as any fees which were assessed. Payments will be applied to any balances appearing on your monthly statement before being applied to new transactions.

We will not charge you a penalty for paying more than the minimum payment. If your account has balances with different APRs, the minimum payment will be allocated to the balance with the highest APR before any payments are allocated to balances with a lower APR.

9. Payments. All payments must be made to us in U.S. Dollars and may be mailed to the address on your statement or brought in to any WSFCU location. In some cases available credit may be delayed until the payment is verified. You can pay us by check, money order or electronic payment drawn on a U.S. Bank or foreign bank branch in the U.S. Every month you must pay at least the minimum payment with 25 days of your statement closing date. If the 25th day falls on a Saturday, Sunday, or holiday, payment is due on the next business day.

10. Finance Charges and How We Determine the Amount of Interest Charges. WSFCU calculates interest charges on your account by applying the periodic rate to the "average daily balance" of your account, excluding current cycle purchase transactions.

11. Other Charges. Payments received 5 days after the due date may be assessed a late charge of \$15.00. If a check processed by the Credit Union as payment on your account is returned unpaid, a returned check fee of \$25.00 will be charged.

12. Default and Acceleration. If you violate any terms of this Agreement, fail to pay the amount due as listed on your monthly statement, commence in bankruptcy proceedings, we determine that there has been a substantial adverse effect on your ability to repay the debt incurred on this account, or you become incapacitated or die, WSFCU may, without notice or demand, deny use of your credit line, cancel your credit card account, and/or declare due and payable the unpaid portion of your balance, together with all costs relating to the collection of this account, including but not limited to the outstanding balance, unassessed interest charges, court costs, expenses, and attorney's fees.

If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be considered in default. The Penalty APR will be applied to any and all transactions and outstanding balances in your account, including Promotional APRs and other balances effective at least 45 days after your account is considered in default.

13. Foreign Transactions. Purchased 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. Please see the Fee Chart for applicable fees.

14. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive 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 balance as well as to future transactions.

15. Collection Costs. You agree to pay all reasonable cost of collection incurred by us before suit is filed including attorney's fees. If we sue you to collect on this loan, you agree to pay whatever attorney fees and court costs the court determines is reasonable.

16. Illegal or Risky Transactions. It is your responsibility to comply with all laws when using your WSFCU credit card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us, VISA International, Incorporated harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

17. How We May Contact You. You expressly agree that to service your account or to collect any amounts you may owe WSFCU, we or authorized parties may call you and send text messages to you. We may use pre-recorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, all of which could result in charges to you. You also expressly consent that we may send email messages regarding your account to your email address.

18. 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, contact us in writing at: PO Box 2711, Omaha, NE 68103-2711 or call (844) 348-7524.

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 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 three 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* or electronically. 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: PO Box 2711, Omaha, NE 68103-2711 or call (844) 348-7524. 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.