



## ICON

### VISA CREDIT CARD AGREEMENT AND DISCLOSURE

In this Agreement the words "you" and "your" mean each and all of those who apply for the card and agree to be bound by this agreement. "Card" means the Visa credit card and any duplicates, renewals, or substitutions, we issue to you. "Account" means your Visa credit card line of credit account with us. "We", "us", and "ours" means ICON Credit Union or our credit card processor.

- 1. OWNERSHIP.** The Card remains our property and may be cancelled by us at any time without notice. You agree to surrender all Cards and any other access devices and to discontinue use of all Cards and the Account by any means immediately upon request by us, or upon termination of this agreement whether by you or us.
- 2. RESPONSIBILITY.** You agree to repay all debts and the finance charge arising from the use of the Card and the Account. For example, you are responsible for charges made by yourself, your spouse, and your minor children. You are also responsible for charges made by anyone else to whom you give the Card, even if that person exceeds your permission, 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 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 responsible for all charges on the account including yours. Any signer may terminate the account and the termination will be effective for all of you.
- 3. USING THE CARD.** You agree that illegal use of the Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated in ICON's discretion. You further agree, should illegal use occur, to waive any right to sue ICON for such illegal use or any activity directly or indirectly related to it and additionally you agree to indemnify and hold ICON harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. You may use the Card issued to you to make transactions permitted by law such as purchases in person, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from us, from other financial institutions participating in the Visa program and from automated teller machines (ATMs),

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.  
**NOTICE REGARDING ATM FEES BY OTHERS:** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

- 4. LOST CARD NOTIFICATION.** If you believe the Card has been lost or stolen or is being used without your permission, you will immediately call (800) 808-7230 Monday through Friday, 7:00 a.m. to 9:00 p.m. Central time, or (800) 991-4964 at all other times to report the loss.
- 5. LIABILITY FOR UNAUTHORIZED USE.** We may hold you liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$0.00. If we determine that you were grossly negligent or fraudulent in the handling of the Account or the Card, or uncooperative in the investigation of the unauthorized use, these liability limits may be exceeded.
- 6. CREDIT LINE.** If we approve your application, we will establish a credit line for you and notify you of your credit limit when we issue the Card. 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 principle unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit line only by written application which is approved by us. By giving your written notice we may reduce your credit line, refuse to make an advance, or with good cause, revoke your Card and terminate this agreement at any time, for any reason not prohibited by law. Good cause includes your failure to comply with this Agreement or our adverse re-evaluation of your creditworthiness.
- 7. 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.
- 8. FINANCE CHARGES.** A finance charge will be imposed on credit purchases only if you elect not to pay the entire New Balance of purchases shown on your monthly statement for the billing cycle during which such transactions are posted to your Account within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance of purchases shown on your monthly statement within that 25-day period, a finance charge will be imposed on the unpaid average daily balance of such credit purchases from the 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 of purchases is paid in full or until the date of payment if more than 25 days from the closing date.

The FINANCE CHARGE (interest) on purchases and cash advances is calculated at the periodic rate of 1.1583% per month which is an ANNUAL PERCENTAGE RATE OF 13.90%. 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 cycle. Each daily balance of credit purchases is determined by adding to the outstanding unpaid balance of

credit purchases at the beginning 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. 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, and will continue to accrue until the date of payment. Otherwise, the cash advance finance charge will be calculated in the same manner as explained above for credit purchases.

- 9. OTHER FEES AND CHARGES.** The following other fees and charges will be added to your Account, as applicable:
  - a) Late Payment Fee.** A late charge of \$15.00 will be added to your Account if you are late in making a payment.
  - b) Replacement Card Fee.** A replacement card fee of \$5.00 per card may be charged to replace a card.
  - c) Return Check Fee.** If a check or share draft used to make a payment on your Account is returned unpaid, you will be charged a fee of \$15.00 for each item returned.
  - d) Rush Fee.** \$10.00 per card, plus postage.
  - e) Statement Copy Fee.** \$2.00 per page.
  - f) Collection Costs.** To the extent permitted by law, you will also be required to pay us collection expenses, including court costs, reasonable attorneys' fees, and any costs we may incur in retrieving your card(s).
  - g) Card Capture Fee.** If your card(s) is captured, you may be required to pay the capture fee of up to \$100.00 per card.
  - h) Visa Sales Draft Fee.** \$5.00 each.
- 10. 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 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 3.50% of your Total New Balance but not less than \$15.00 PLUS the amount of any prior minimum payments that you have not paid. In addition, any time your Total New Balance exceeds your credit line, you must immediately pay the excess upon demand.

- 11. PAYMENT ALLOCATION.** Payments made to your Account will be applied in the following order: fees and finance charges; previously billed purchases; cash advances; new purchases. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your Account with us.

- 12. 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 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 we believe may substantially reduce your ability to repay what you owe. When you are in default, we have the right to demand immediate payment of your full account balances without notice. If immediate payment is demanded, you will continue to pay finance charges, at the periodic rate charged before default until

what you owe has been paid.

**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 us a credit slip which will be posted to your Account. If your credits and payments exceed what you owe us, 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. ADDITIONAL BENEFITS/CARD ENHANCEMENTS.** We may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

**15. CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS.** When you use your Visa Credit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

**16. MERCHANT DISPUTES.** We are not responsible for the refusal of any merchant or financial institution to honor the Card. We are 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 services provider, and (a) your purchase was made in response to an advertisement we sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home. Any other disputes you must resolve directly with the merchant or service provider.

**17. 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 may 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.

**18. TERMINATING YOUR ACCOUNT.** Either you or the credit union may terminate this Agreement at any time, but termination by you or by us will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized. The credit union has the right to require you to pay your full account balance at any time after your Account is terminated whether you

or we terminate it. If this is a joint account, Section 2 of this Agreement also applies to termination of the Account.

**19. NO WAIVER.** We can delay enforcing any of our rights any number of times without losing them.

**20. STATEMENTS AND NOTICES.** You will receive a statement each month showing transactions on your Account. Statements and notices will be mailed to the most recent address you have given us. Notice sent to any one of you will be considered notice to all.

**21. COPY RECEIVED.** You acknowledge that you have received a copy of this Agreement.

**22. SIGNATURE.** By signing the signature area of the application form, you agree to the terms of this Agreement. You should keep this Agreement and retain it 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 checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 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 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

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 purchases 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 \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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