



## Visa Credit Card Application Agreement & Truth-In-Lending Disclosure Statement

In this agreement (called the "Agreement"), the words "we", "us" and "our" mean Zeal Credit Union and its successors and assignees. "You" and "your" mean or refer to each and all persons who have applied for the Card (s) by signing a loan application for a credit card account or accepts a telemarketing or other offer for a credit card account or uses the credit card. Every person signing a credit card application represents that he or she is a member of this Credit Union. To preserve your membership and ability to borrow under this contract, you give us the right to advance funds to your share account from your unused line of credit limit in increments of five dollars. "Card" means the VISA Credit Card or Cards, or any other access check or device used now or in the future, and any duplicates and renewals thereof or substitutions therefore we may issue. "Account" means your VISA Credit Card line of credit loan account with us. This Agreement and Truth-in-Lending Disclosure Statement is a contract and is part of the credit application.

**1. Responsibility.** By signing a loan application, you are applying to us for a VISA Credit Card line of credit loan. If we approve the loan and issue a Card, you promise to repay all debts and the Interest thereon arising from any authorized use of the Card. You agree NOT to let someone else use the Card. If you do, you are agreeing with us that you authorize ALL use that person makes of the Card. Therefore; you will be liable for ALL use of the Card. Of course, once you notify us of unauthorized use we will take prompt steps to try to prevent any further Card use by that person. If two persons sign the application, the Account is joint; therefore each of you, separately and jointly with each other, are liable for all debts on the Account and Interest thereon. Your obligation to pay all such debts and Interest thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you) must pay such debts and Interest.

**2. Credit Line.** If we approve your loan application, we will establish a self-replenishing line of credit for you and will notify you of the amount thereof ("credit limit") in the mailer included when we issue your Card. That mailer is incorporated herein as part of this Agreement. You agree not to let your Account balance exceed such credit limit. Each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by written application only, which must be approved by us. We may reduce your credit limit from time to time or may, with good cause, revoke your Card and terminate this Agreement; in either event, we will give you

written notice of such action. "Good cause" includes your failure to satisfy the terms of this Agreement, or our adverse re-evaluation of your creditworthiness. However, you may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and interest thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

**3. Using the Card.** We will send you a Card (s) embossed as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as the name embossed on the front of the Card. To make a purchase or cash advance, present the Card to a participating VISA-plan merchant, financial institution or us, and sign the sales draft or cash advance draft which will be imprinted with your account number. You can also use your Card, together with your Personal Identification Number (PIN), to get a cash advance from an Automated Teller Machine (ATM) in the VISA TRAVEL NETWORK, a VISA financial institution or make a purchase from a merchant that uses the card in an electronic terminal that accesses the VISA system. There is no fee for ATM cash advances. You agree not to use your Card for any type of illegal transaction or activity as defined by federal and state laws. Please note that we are not responsible if a particular VISA-plan merchant or financial institution refuses to honor your Card. You will receive a copy of any draft you sign when using the Card, which you should retain to verify your monthly statement.

**4. Monthly Payment.** A statement will be mailed every month showing: "Previous Balance of Purchases" from your last statement; "Cash Advances" and "New Balance of Purchases" transactions posted to your Account since the last statement; and "Interest", "Cash Advances" and required "Minimum Payment" due to the date of statement and the remaining credit limit still available. You must pay at least the Minimum Payment shown on your statement within 25 days of the closing date on the statement. You may pay any amount greater than the Minimum Payment, including payment in full of the New Balance on the statement, without penalty for prepayment. You may make payments on the Account as often as you wish. The Minimum Payment will be either (a) minimum 2% of your New Balance or \$25.00, whichever is greater, or (b) maximum 4% of your balance or \$25, whichever is greater, or (c) your full New Balance, if the total is less than \$25.00; provided, however, the Minimum Payment shown on your statement includes any unpaid portions of Minimum Payment(s) shown on earlier statement(s). In addition, if at any time your total New Balances exceed the credit limit, you must pay us that excess immediately. The Credit Union reserves the right to apply the payments to your account in any manner it may choose at its sole discretion. Generally, Credit Union may elect to apply each payment in the following order: unpaid interest, visa charges, credit purchase balances as of the closing date of the last statement; cash advance balances as of the closing date of the last statement; credit purchases of this billing cycle and cash advances this billing cycle.

**5. Interest.** The Interest shown on your Monthly Statement is figured by multiplying a Monthly Period Rate times the average daily balance of both Credit Purchases and Cash Advances. The Interest and the corresponding Annual Percentage Rate are computed using a variable monthly rate, which may change up to twelve (12) times a year. If rate changes occur, they will be made on the first Billing Cycle following the 16th day of each month. The Annual Percentage Rate and its corresponding Monthly Periodic Rate which goes into effect (or continues in effect) is determined by taking the Prime Rate as listed in the "Money Rates" column in the Wall Street Journal on the last business day preceding the 16th day of each month.

### **CLASSIC FIXED RATE**

The Interest for a VISA® Classic for a billing cycle is computed by applying the daily Periodic Rate of .03260% which is an Annual Percentage Rate of 11.90% to the average daily balance of the 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 unpaid Interest.

### **PLATINUM FIXED RATE**

The Interest for a VISA® Platinum billing cycle is computed by applying the daily Periodic Rate of .02712% which is an Annual Percentage Rate of 9.90% 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 Interest.

### **CLASSIC VARIABLE RATE**

The variable ANNUAL PERCENTAGE RATE for Classic Cards will be based on the Prime Rate plus a Margin of 5.75% but never more than 25.00%.

### **PLATINUM VARIABLE RATE**

The variable ANNUAL PERCENTAGE RATE for Platinum cards will be based on the Prime Rate plus a Margin of 4.50%, but never more than 25.00%. The Monthly Periodic Rate is determined by dividing the above Annual Percentage Rate by twelve (12). The Interest Charge for Cash Advances and Credit Purchases are determined as follows:

**a. Cash Advances.** Interest on Cash Advances begins to accrue on the date you obtain the cash advance or the first day of the Billing Cycle in which it is posted to your account, whichever is later. There is no grace period on Cash Advances. The Interest for a Billing Cycle is computed by applying the Monthly Periodic Rate to the average daily balance during the Billing Cycle, which is determined by dividing the sum of the daily balances for Cash Advances during the Billing Cycle by the number of days

in the Cycle. Each daily balance is determined by adding new cash advances received to the previous balance for Cash Advances, and subtracting any payments received or credits posted to your account, excluding unpaid Interest.

**b. Credit Purchases.** To avoid incurring any additional Interest on the balance of Credit Purchases reflected on your Monthly Billing Statement, you must pay the "New Balance" in full within 25 days of your Statement closing date. The Interest 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 for Purchases by the number of days in the Cycle. Each daily balance is determined by adding new Credit Purchases posted to your account to the previous balance of Credit Purchases, and subtracting any payments received and credits posted to your account, but excluding any unpaid Interest.

**6. Grace Period.** You have a 25-day grace period for Purchases, providing you have paid your previous balance in full by the Payment Due Date. In order to avoid additional Finance Charges on Purchases, you must pay your balance in full by the Payment Due Date on the front of your statement. Exception: There is no grace period on Cash Advances.

**7. Skip Payment Option.** Occasionally we may offer you the option to "skip" your minimum monthly payment. You may not skip payments unless this offer is made to you. Skip Payment Option will not be available to you if your Accounts are delinquent or in default. When you use a skip payment option the periodic Interest continues to build on the entire unpaid balance of your Account.

**8. Promotional Balances.** We may from time to time offer you a promotional Periodic Rate on all or a portion of Cash Advance or Purchase balances in your Account ("Promotional Balances"). If you take advantage of a Promotional Balance program, the resulting Promotional Balance will be subject to the terms of that specific promotional offer and this Agreement. Any expiration date specified in the Promotional Balance offer, the date the Account is closed to future transactions, or the date your Account becomes subject to a Default Rate as provided below (the "Termination Date"). In each Promotional Balance program, any terms of the program not disclosed in this Agreement (such as the Annual Percentage Rate, effective dates any grace period) will be detailed in the Promotional Balance offer.

**9. Credits.** If merchants who honor your Card give you a credit for returns or adjustments, they will do so by sending us a credit slip, which we will post to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account, we will credit such excess to the Account and, if the amount is \$1.00 or more, we will refund it after 6 months or upon your written request.

**10. Other Charges.** The following fees will be added to your Account, as applicable:

**Late Fee** - If your minimum payment is not received within 10 days after the payment due date, a late fee of \$25.00 may be added to your account.

**Returned Check (NSF) Fee** - If a check you give us in payment of amounts you owe is returned unpaid for any reason, a NSF fee of \$25.00 may be added to your account.

**Over Limit Fee** - If your New Balance (less any fees imposed during the cycle) exceeds your credit limit on the statement date, an over limit fee of \$25.00 may be added to your account.

**Document Copy Fee** - You will be charged \$4.00 for each copy of a draft, charge or statement that you request.

**11. Balance Transfers.** You may transfer balances from other credit card accounts with other creditors, subject to the terms and conditions of your Agreement. We reserve the right to refuse any request to transfer balances at our sole discretion, and assume no liability of any kind if we refuse your request. Balance transfer request(s) exclude loan or credit card balances held with Zeal Credit Union. All balance transfers are processed at the rate indicated in the current VISA Credit Card Agreement and are subject to credit limit availability and membership accounts being in good standing. To transfer balances to your Account, you must complete a Balance Transfer Request form that we will provide upon request. Any balance(s) transferred to your Account will be subject to Interest Charges as described in your Agreement. You promise to pay any amounts that we advance from your Account for such purpose, as reflected on your Monthly Billing Statement.

You acknowledge that you are responsible for any additional fees incurred on the accounts listed above (late charges, finance charges, additional purchases, etc.) and that you must continue to make the minimum payment amount(s) due until the balance transfer is processed and the amount is reflected both on the creditor's statement and on your Zeal Monthly Billing Statement. Zeal Credit Union is not responsible for these additional fees assessed by the other financial institution, including payments that are late or lost in the mail. Please allow up to 30 days for processing of the balance transfer. Any transfer of balances that contain disputed transaction charges, you understand that you may lose some or all of your rights to those charges. By performing a balance transfer, Zeal Credit Union is not responsible for closing your other account (s) and that the account will be not automatically close after being paid in full.

**12. Foreign Transactions.** Purchases and cash advances you make in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions.

**13. Loss or Theft of Card.** You agree to notify us immediately upon discovering that your Card has been lost or stolen.

**14. Ownership of Cards.** Any card issued in relation to your account is the property of the Credit Union and upon demand of Credit Union, you will surrender it to Credit Union or its authorized agent or destroy it by cutting it in half.

**15. Assignability.** You shall have no right to transfer your Account or to assign this Agreement. The Credit Union, 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.

**16. Cancellation.** You may cancel this Agreement with Credit Union or revoke any Authorized User's status at any time by notifying Credit Union in writing and returning any affected Card. You understand and agree that Credit Union has up to ten (10) days after such notice to effectuate your cancellation or revocation of Authorized User's status. You remain obligated to Credit Union for all Credit Purchases or Cash Advances made prior to or up to thirty (30) days after such cancellation or revocation, and Credit Union may declare your balance due and payable together with all applicable Interest and other fees and charges; otherwise you remain obligated to repay any unpaid balance according to this Agreement.

**17. Claims.** You waive and release Credit Union from all defenses, rights and claims you may have against any person or company honoring a Credit 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. If your Account is available to provide overdraft protection to a deposit account under a separate Overdraft Protection Request/ Agreement, you hold Credit Union 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.

**18. 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 Credit Union all amounts charged to your Account despite any such dispute.

**19. Lien Impressionment.** Unless prohibited by law, the Credit Union shall have the right to set off the amount of any funds you have in your Accounts with the Credit Union or any other amounts owed to you by the Credit Union 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. Credit Union 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.

**20. Security Interest.** If you have given the Credit Union 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 Credit Union, 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 Credit Union also securing this Agreement.

To the extent permitted by law, you grant Credit Union a purchase money security interest in all goods you purchase under your Account to the extent you continue to owe Credit Union for the purchase of such goods under your Account if such goods are “household goods,” and to the extent you continue to owe Credit Union any money under your Account if such goods are not “household goods”. Further, if you give Credit Union 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.

**21. Default.** You will be in default if you fail to make the “Minimum Payment” shown on a monthly statement within 25 days of the closing date on the statement. You will also be in default if (a) you breach any other conditions of the Agreement, (b) if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, or (c) in the event of your death. In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law.

**22. Credit Information.** You authorize us to investigate your employment and/or credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding our experience with you under this Agreement to credit bureaus and other creditors.

**23. Effect of Agreement.** This Agreement contains our complete contract relating to the Account and applies to every transaction relating to the Account even though a sales or cash advance draft you sign or credit slip may contain different terms.

**24. Amendment of Agreement.** From time to time, we may amend this Agreement by giving you written notice of the amendment at least 45 days before it goes into effect, unless a shorter notice period is permitted by law. The notice will be sent to your last known address appearing in our records and will state the date upon which the amendment will become effective. Any amendments which affect you adversely (such as an increase in the interest rate) may also apply to amounts you already owe. Of course, we will only make changes the law permits.

**25. Personal Identification Number (PIN).** We will furnish you with a Personal Identification Number (PIN). You agree to keep the PIN secret. You also agree you won't write the PIN on the Card or anything you keep with the Card. Your use of the PIN and Card in getting a cash advance or making a purchase is agreed to constitute your signature for purposes of such cash advance.

**26. Record Keeping.** You hereby agree that we may keep the portion of this Agreement which bears your signature so that we can comply with federal and/or state law relating to loan documents we are required to keep in our files.

**27. 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.

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

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.

# Visa Disclosure



<b>Annual Percentage Rate (APR for Purchases)</b>	<p>7.75% Platinum Variable      9.90% Platinum Fixed            9.00% Classic Variable      11.90% Classic Fixed</p> <p>You understand that the terms of your account, including APRs, are subject to change. This means that the APRs for this offer are not guaranteed; APRs may change to higher APRs or fixed APRs may change to variable APRs. Any changes will be in accordance with your Cardholder Agreement. The "Index" is the</p> <p>"Prime Rate" of interest appearing in the Money Rate section of The Wall Street Journal published on the last business day preceding the 16th day of each month.</p>
<b>Other APRs</b> <b>Balance Transfer APR</b> <b>Cash Advance APR</b>	<p>7.75% Platinum Variable / 9.90% Platinum Fixed            9.00% Classic Variable / 11.90% Classic Fixed</p> <p>7.75% Platinum Variable / 9.90% Platinum Fixed            9.00% Classic Variable / 11.90% Classic Fixed</p> <p>You understand that the terms of your account, including APRs, are subject to change. This means that the APRs for this offer are not guaranteed; APRs may change to higher APRs or fixed APRs may change to variable APRs. Any changes will be in accordance with your Cardholder Agreement. The "Index" is the</p> <p>"Prime Rate" of interest appearing in the Money Rate section of The Wall Street Journal published on the last business day preceding the 16th day of each month.</p>
<b>Penalty APR and When it Applies</b>	<p>18.00% Platinum Variable and Fixed / Classic Variable and Fixed</p> <p>The Penalty Rate APR may be applied to your account if either of the following two situations occurs:</p> <p>(a) your Account is 30 days past due on two separate occasions in a rolling six month period; or</p> <p>(b) your Account is 60 days past due;</p> <p>We may impose a higher monthly Periodic Rate and corresponding Annual Percentage Rate (a "Penalty Rate") to all outstanding balances in your Account. The Penalty Rate is a monthly Periodic Rate of 1.50% with a corresponding Annual Percentage Rate of 18.00%. The Penalty Rate will take effect on the first day of the Billing Cycle and will apply to all of your outstanding and any new Purchase and Cash Advance balances. Interest rate changes will be reflected on your periodic statement.</p>
<b>Variable Rate Information based on Wall St. Journal Prime Rate</b>	APR will vary based on the Prime Rate
<b>Grace Period for Repayment</b>	At least 25 days if previous total balance is paid in full by the payment date
<b>Annual Fee</b>	<b>None</b>
<b>Minimum Finance Charge</b>	<b>None</b>
<b>Transaction Fee for Purchases</b>	<b>None</b>
<b>Transaction Fee for ATM Advances</b>	<b>None</b>
<b>Return Check Fee</b>	<b>\$25.00</b>
<b>Over Limit Fee</b>	<b>\$25.00</b>
<b>Late Payment Fee</b>	<b>\$25.00</b>
<b>Balance Transfer Fee</b>	<b>No Balance Transfer Fee</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/credit-cards/">http://www.consumerfinance.gov/credit-cards/</a> .

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

A one time \$2 membership fee is required to be a member at Zeal Credit Union. Membership is required to receive a Visa Credit Card from Zeal Credit Union. You understand that if based upon our review you do not qualify for the Platinum Card, you will be considered for the Classic card with the same Terms and Conditions. The information listed above is correct as of 3/19/2020 and is subject to change at any time without prior notice. To receive the most recent information, please contact Zeal Credit Union at 1-800-321-8570 or write to Zeal Credit Union, PO Box 51700, Livonia, Michigan 48151-5700.