

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 service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home. After every effort to resolve the dispute through the dispute process has been exhausted and the merchant refuses to accept, we reserve the right to pass the charge back to your account so that you may further attempt to settle the dispute. We are not responsible for the refusal by any Merchant or financial institution to honor your card.

17. 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.

18. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

19. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

20. Security Interest. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your Account will be secured by your pledged shares. Collateral securing other loans you have with the Credit Union may also secure this loan, except that your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

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 at the address listed on your bill. Write to us as soon as possible. We must hear from you, in writing, 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.

The following information is required, by Visa regulations, to be

included in your dispute letter:

1. Cardholder's name, address, phone number and signature.
2. Your Visa Credit Card number.
3. The transaction amount(s), date(s) and merchant(s) name.
4. An explanation of why you are disputing the charges.
5. An explanation of what steps have been taken to resolve the dispute with the merchant(s).
6. Copies of any pertinent documentation to prove your case.

If you have authorized us to pay your credit card bill automatically from your savings or share draft 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 any 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 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.

If you would like information about Credit Counseling Services, call: 1-866-853-2227.



P.O. Box 4030 ■ Pineville, LA 71361-4030
318-473-4562 ■ 800-264-4562 ■ Fax 318-449-5519
www.heartcu.org



Credit Card Agreement

VISA PLATINUM

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words “you” and “your” mean each and all of those who signed the application. “Card” means a Visa credit card and any duplicates and renewals Heart of Louisiana Credit Union issues. “Account” means your Visa credit card line of credit account with Heart of Louisiana Credit Union. “Credit Union” means Heart of Louisiana Credit Union.

- 1. Using the Account.** If you are approved for a Visa 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 only by written application which must be approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.
- 2. Using the Card.** You may use the card issued to you to make purchases in person and by mail or telephone from merchants and others who accept Visa 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 (ATM), displaying the Visa and/or PLUS networks logos 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. The PIN is automatically sent to you under separate cover, at the time your card is issued. You agree not to put the PIN with your card at anytime and agree to keep the PIN secret. Use of your PIN with your credit card serves the purpose of your signature for each transaction.

You agree the Visa Credit Card may not be used for any illegal or unlawful activity or transactions, including but not limited to, illegal gambling.

- 3. Responsibility.** Prior to any use of your card(s) you (each cardholder) agree to sign the back of the card in the space provided for authorized signatures. Any use of your card or the account confirms your acceptance of the terms and conditions of this agreement. You may submit written request to the Credit Union to have cards issued for additional cardholders on your account and you would be fully responsible for the payment of any debt incurred by you or anyone you authorized to use your card or account. You agree to pay all charges (purchases and

cash advances) to your account made by you or anyone whom you authorize 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 judgment to which the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs the application, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

- 4. Grace Period.** In order to avoid a finance charge on purchases you must pay the New Balance shown on your statement within 25 days of the statement closing date. Should the 25th day fall on a legal holiday or weekend, payment would have to reach the Credit Union on the last business day prior to the holiday or weekend. Otherwise 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 finance charge from the date they are posted to your account and are shown on the statements as such until the entire balance in your account is paid in full.
- 5. Finance Charges.** The finance charge (interest) on purchases and cash advances is calculated by multiplying the account’s daily balance by the daily interest rate. The daily balance is determined by taking the beginning balance (calculated separately for purchases and cash advances) 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. The Total Finance Charge is the sum of all days’ interest within a statement cycle.
- 6. Other Charges.** The following other charges will be assessed to your account, as applicable:
 - a) Late Charges - If your payment is received more than 15 days after the due date, you will be charged a late fee of \$15.00.
 - b) Card Replacement Fee - \$3.00 for each replacement card requested.
 - c) Card Priority Issue Fee - \$15.00
 - d) Duplicate Statement - \$5.00
 - e) Sales Slip Copy - \$15.00
 - f) Collection Costs - expenses incurred by Credit Union, including court costs and attorney’s fees.
 - g) NSF Check Fee - \$25.00

h) Visa Credit Card - PIN Reissue - \$2.00

i) Visa Transaction Dispute/Chargeback Denied - Actual Cost

- 7. Monthly Payment.** Each month you must pay at least the Required Payment Due shown on your statement within the grace period of the Statement Date. You may, of course, pay more frequently, pay more than the Required Payment Due, or pay the New Balance in full. If you make extra payments or larger payments, you are still required to make at least the Required Payment Due each month your account has a balance. The Required Payment Due is 3% of your New Balance but not less than \$20.00. You must also pay the amount of any prior payments that you have not paid and any amount you are over your credit limit. At any time your New Balance exceeds your credit limit, you must immediately pay the excess upon demand. Should the payment and/or credit to your account result in a credit balance, this amount will be held as a credit balance on your credit card account for a period of three months, unless you request transfer, after which time the credit balance will be transferred to your Share Account.
- 8. Default.** You will be in default if you fail to make any Required Payment Due or other payment by the date it is due. You will be in default if at any time your account balance exceeds your Credit Union approved credit limit. You will be in default if you break any promise you make under this Agreement or under any other loan agreement with the Credit Union. You will be in default if you die, 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. If you are in default, the Credit Union may cancel your card at any time and has the right to demand immediate payment of your full account balance without notice. You may be asked to give up the card upon demand. 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, and any shares that were given as security will be applied to what you owe. 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.** If you tell the Credit Union after learning of the loss or theft of the Card, your liability for unauthorized transactions using the Visa system is zero. For ATM transactions, Card transactions through a non-Visa network, or to cards issued outside the United States, if you tell the Credit Union within two (2) days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00 and up to \$500.00 if you do not tell the Credit Union within two (2) business days. If you do not tell us within sixty (60) days after the statement was mailed, you may not get back

any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers.

- 10. Lost Card Notification.** If you believe your credit card has been lost or stolen, immediately inform us by calling 318 473-4562 or 800-264-4562 during business hours of 9:00 a.m. to 4:00 p.m. Monday-Thursday and 9:00 a.m. to 5:30 p.m. Friday. During non-business hours/days, please call 800-453-4270.
- 11. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time after giving you any advance notice 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. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your account at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
- 13. 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 the credit bureaus and creditors who inquire about your credit standing.
- 14. 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 slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied as a credit balance to your Visa credit card account.
- 15. 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.
- 16. Merchant Disputes.** The Credit Union is subject to claims and defenses (other than tort claims) arising out of