

# Utah Community Federal Credit Union

## VISA CARDHOLDER & CHECKING PROTECTION AGREEMENT

When used herein, the terms "UCCU", "we", and "us" each refer to Utah Community Federal Credit Union a.k.a. Utah Community Credit Union. "Our" shall be deemed the possessory form of "UCCU." The term "you" refers jointly and severally to each and every person and entity having a debit card, credit card, or overdraft line of credit through a UCCU account and each and every guarantor thereof. The term "your" shall be deemed the possessory form of "you." By requesting or using a credit or debit product from us, you covenant and agree to be bound by the following provisions:

**1. Promise to Pay.** You promise and agree to pay us the amount of all advances, purchases, interest (at the rate disclosed on the latest Rate and Fee Disclosures), fees and finance charges whether incurred by you or any other person or entity.

**2. When and How You Must Pay Us.** You will be sent a periodic statement that will tell you the amount you owe us from the previous billing cycle, the minimum payment you must make, and your payment due date. You agree to pay at least the minimum payment on or before each payment due date. If for any reason you do not receive a periodic statement at least monthly, you agree to immediately contact us and obtain the statement. If any periodic statement erroneously understates the amount owed by you, we may correct the statement and you shall pay the higher amount.

**3. Overdraft.** We may permit you to overdraft your account. If you have an overdraft line of credit and overdraft your account using a debit/check card or any other means, you agree to pay the amount of the overdraft together with interest and fees. The overdraft line of credit at UCCU is generally called Checking Protection when offered to consumers and Business Checking Protection when offered to businesses and entities. In addition to the Checking Protection product, we may also offer separate overdraft product(s) to qualifying members and those products shall be governed by separate agreements.

**4. Ownership of Cards.** All cards and account access methods are our property and you shall surrender them upon demand. We may terminate this Agreement and block any means of account access without advance notice at any time for any or no reason. You may terminate this Agreement by returning all cards to us and paying the outstanding balance on your account in full, including interest, fees, and charges. You agree that we may mail cards or access devices to any of you and the recipient shall deliver said access devices to the person or entity designated on the card.

**5. Credit Limit.** We may determine your credit limit for each product or service. We may increase, decrease, remove or restrict your credit limit at any time without advance notice. We may permit you to exceed the credit limit and you agree to also pay the excess together with fees and interest accrued on the excess. You may request a change to your credit limit by calling 801-223-8188 or writing to us at 360 West 4800 North, Provo, UT 84604. You agree to any limit increases granted by us regardless of whether a request was made by a co-applicant or guarantor.

**6. Interest Charges.** Cash advances (under Visa products) and overdrafts (under Checking Protection) accrue interest immediately from the date each advance or overdraft is posted to your account. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases, advances, and fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

**7. Fees.** We may charge you various fees as disclosed in the Rate and Fee Disclosure, in the current UCCU Fee Schedule, and by any other method.

**8. Default.** You shall be in default if you have made any misrepresentations in applying for credit or if you hereafter breach any term hereof, fail to make payment when due, die, declare bankruptcy, or incur attachment or levy against any portion of your property. If you default, we may at our sole discretion declare the entire amount of your outstanding indebtedness

immediately due and payable and you agree to pay our attorney's fees and costs incurred as the result of your breach.

**9. Partial Payments.** We may accept late payments and partial payments without losing any of our rights. A mark of "payment in full" or any similar notation shall not constitute full payment unless the amount of the payment is sufficient to pay the full balance.

**10. Changes.** The interest rate, payment periods, minimum payment, and all other terms may be changed by us as permitted by law. Your failure to pay off and close your account before the change goes into effect shall constitute your agreement to the change(s). Except as restricted or prohibited by law, any change in terms may, at our sole discretion, apply to your existing account balance as well as future transactions.

**11. Dishonor of Card.** We are not liable or otherwise responsible for refusal of any person, machine, or system to honor a card, disburse cash, or otherwise perform.

**12. Chargebacks.** We may refuse to submit chargebacks on your behalf for any reason permitted by law or applicable system rules. If a chargeback through Visa or another system is denied or not honored, you agree to pay for the item(s) at issue plus finance charges and any applicable fees through the date of full payment.

**13. Savings Account Required.** If you fail to maintain a UCCU savings account with a minimum deposit balance, we may charge your credit card to bring your savings balance to the minimum and you shall pay interest on the amount charged.

**14. Change of Address.** You shall provide us with your new address within three (3) business days if you move.

**15. Hold.** The amount of any purchase or transfer by you may be placed on hold for up to three days or may be deducted from your account automatically; therefore, you must be certain you have adequate funds in your account to cover each and every purchase.

**16. Conflicts.** If there is any conflict between a receipt or slip you are given and this Agreement, this Agreement shall control.

**17. SECURITY INTEREST.** As an express condition of using any debit card, credit card, or other means of accessing a credit product or service, you hereby grant to UCCU a security interest in all property you own including but not limited to all individual and joint share accounts at UCCU held or controlled by you. If you fail to pay when and as required, this security interest may be enforced without further notice. This security interest does not apply to shares in an individual retirement account (IRA).

**18. Protect the Card and PIN.** You shall not disclose your personal identification number (PIN) or allow it to be discovered. If you lose a card or disclose your PIN, you shall hold us harmless for any and all transactions from the time of loss/disclosure until you notify us and we have a reasonable opportunity to act upon your notice.

**19. Investigations.** You shall cooperate fully with any and all investigations by us or law enforcement, including but not limited to, promptly and accurately completing affidavits and forms required to address concerns or attempt recovery of funds. If you fail to fully cooperate in investigations, you agree to pay any and all amounts fraudulently charged by anyone else as though you made the purchase(s).

**20. Our Ability to Approve or Decline.** We may decline a transaction or otherwise refuse to process a transaction even if you have sufficient funds in your account to pay for the transaction. We may limit the number and dollar amount of transactions you can complete in a day and in other time frames. If we detect unusual or suspicious activity on your account, we may suspend your credit privileges until we verify the activity, but we are not required to verify any activity.

**21. Authorization to Pull Credit and Report Credit.** You authorize us to pull your credit now and at all future times to assess this Agreement and for the purpose of selling you additional products and services. You acknowledge we may submit negative credit reports to one or more credit reporting agency if you fail to fulfill your obligations to us.

**22. Assignment.** We may assign our rights and obligations under this Agreement, but you may not assign your rights or obligations to any other person (natural or otherwise).

**23. Law; Waiver; Headings; Gender.** This Agreement shall be governed by applicable federal law. Where federal law is silent, this Agreement and all use

of UCCU products and services shall be governed by Utah law without regard to any conflict of law rules or principles. You hereby agree that all disputes between you and us shall be litigated in the federal District of Utah or the Fourth District Court of Utah. This Agreement is binding upon your heirs, representatives, and successors. We may delay enforcing any of our rights or remedies under this Agreement, law, or equity without losing said rights or remedies. Headings are for convenience only and shall not be used to interpret or define the provisions herein. Feminine or neuter pronoun shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place or places in which the contexts may require such substitution.

**24. Limits on Use.** You agree to not use any UCCU account, product, or service to initiate any type of electronic gambling transaction or any illegal activity; you agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such use.

**25. Rewards Benefits.** We reserve the right to make changes to any rebate or reward program(s) we may offer you. The method for calculating current benefits or points can be found at [www.uccu.com](http://www.uccu.com) or by calling 801-223-8188. However, we also reserve the right to cancel and void any benefits or points granted to you without advanced notice.

**26. Foreign Transactions.** Purchases and cash advances completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction. Foreign transactions and foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate 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.

**27. Lost or Stolen Cards; Unauthorized Transactions.** Unless expressly prohibited by law or certain Visa operating rules under which UCCU has agreed to abide, you shall be liable to us for all transactions on your account whether made by you, another authorized party, or an unauthorized party. If you lose a card or one is stolen or used for an unauthorized transaction, call us immediately at 801-223-8188 as some of your rights under federal law or Visa rules may be lost or limited due to delays in reporting to us.

**28. Permission to Contact.** You expressly consent that we (or our agents and assignees) may contact you for any purpose in any manner at any telephone number (landline or wireless) or physical or electronic mail address you ever provide or have provided to us. You may revoke this consent by contacting us, but we may still elect to contact you if we believe contact is permitted under applicable law.

**29. Military Members.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent(s) may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive these disclosures orally, please dial 1-800-453-8188 and select or ask for extension 4813.

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### ***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, write to us at:

Utah Community Federal Credit Union, Credit Card Services, 360 West 4800 North, Provo, UT 84604

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 3 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. 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 is 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: Utah Community Federal Credit Union, Credit Card Services, 360 West 4800 North, Provo, UT 84604.

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. 12/2023