

# Northeast Credit Union

## Visa Cardholder Agreement

*Classic / Platinum / Business*



Federally insured by NCUA

100 Borthwick Avenue,  
Portsmouth, NH 03801  
603.436.1847  
Toll Free 1.888.436.1847  
www.necu.org



Equal Housing Lender

### Northeast Credit Union Visa Cardholder Agreement

This Agreement covers your credit card account with us, **Northeast Credit Union** ("Issuer" or "Us"). The person ("Account Holder", or "You") whose name is embossed on the face of the Northeast Credit Union Visa Card ("Card") provided to Account Holder and issued by us. Each Account Holder by signing or using the Card, agrees with Issuer to the following terms:

1. **Your Account.** If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately and both individuals together, are referred to in this Agreement as ("You").

2. **Credit Card Account Services.** These services are available through your Visa card account up to the amount of your credit limit.

a. **Credit Purchases.** You can use your account to purchase goods and services wherever Visa credit cards are accepted (referred to in this Agreement as "Credit Purchases").

b. **Cash Advances.** You can get a Cash Advance (referred to in this Agreement as a "Cash Advance") from your account by presenting your Card at a financial institution that accepts Visa. Whenever You request an advance, We may require You to prove Your identity. If You request an advance by telephone, We will deposit the amount requested in Your Share Account or Your Checking Account and You authorize Us to do this, or We will draw a check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your telephone request. You understand that all advances are subject to Our prior approval. In particular whether or not any specific secured advance request is approved depends, in part, upon how much equity You have or will have in the Collateral offered as security. You may not obtain a cash advance if Your Account is delinquent, closed, or the amount of the advance would cause Your balance to exceed Your credit limit.

c. **Overdraft Protection.** If You have been approved for an Overdraft Feature on Your Checking account, or if Your Checking

Account is overdrawn by any other means (including the use of Your Northeast Visa Check Card), We may transfer funds to clear any Overdraft on Your Checking Account (or in such increments as We may from time to time determine) by an advance on Your Visa subject to this provision. Whether or not such a transfer occurs will be controlled by this Agreement. In any event, You hold us harmless for any and all liability which might otherwise arise if the transfer does not occur. We are under no obligation to pay a Check which exceeds Your Visa Line of Credit Limit or a Check on which the date is more than six months old. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default. **Different rules may apply to Business Platinum Visa. See Business Platinum Visa Card Agreement Addendum and Business Platinum Visa Disclosure.**

3. **You Promise to Pay.**

a. You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any **FINANCE CHARGE** and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorneys' fees that we incur in enforcing this Agreement.

b. You may pay your entire balance at any time.

4. **Additional Cardholders or Others Using Your Account.** You may authorize others to use Your Account. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us whether he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you are unable to recover and return the card, You will continue to be liable, for any charges made unless you tell us to cancel all cards and establish a new account for You, which will be done automatically if You notify us of unauthorized use under Paragraph 18 of this Agreement. We may request written verification from You regarding any change or cancellation to Your Account. **Different rules may apply to Business Platinum Visa. See Business Platinum Visa Card Agreement Addendum and Business Platinum Visa Disclosure.**

*continued below...*

5. **VISA Currency Conversions.** If you effect a transaction with your VISA Card in a currency other than U.S. dollars, the rate of exchange between the transaction, the transaction currency and the billing currency used for processing the transaction will be the wholesale market rate or the government mandated rate in effect for the applicable central processing date. Additionally, this transaction may also be assessed a separate 1% International Service Assessment (ISA) transaction fee. Also, if your transaction was performed at a non U.S. location the 1% International Service Assessment (ISA) transaction fee may be assessed. Foreign transactions billed directly in U.S. dollars may also be assessed the 1% ISA fee. (See Fee Schedule)

6. **Your Credit Limit: Over Limit.** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, close your account, and/or exercise any of our other remedies under this Agreement or at law. You must pay the full amount of your balance which is over the credit limit. We may include the balance over the limit as part of your minimum payment shown on your billing statement. We will not authorize any new Credit Purchases or Cash Advances if our records show that doing so will cause your balance to go over your limit. If we do authorize any such Credit Purchase or Cash Advance, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit we will notify you.

7. **Governing Law.** This agreement is controlled and governed by the laws of the state of New Hampshire to the extent that such laws are not inconsistent with controlling Federal Law. You agree not to use your Visa card for any illegal purpose.

8. **Honoring Your Card.** We will not have any responsibility to you if merchants, financial institutions or others refuse to honor a card issued on Your Account.

9. **Security Interest.** (Not applicable to Maine residents.) You understand and consent to a lien on Your shares with Us in either joint or individual accounts, and any dividends due or to become due to You from Us to the extent You owe on any unpaid credit card balance. We may off-set any mutual indebtedness. This security interest secures each advance including any renewals or refinancing of such advances made under this Agreement

and any other amounts You owe Us for any reason now or in the future.

10. **Payment Schedule (Minimum monthly payments). Platinum, Classic and Business Visa Credit Cards only.** You understand that You have the right to repay Your Account at any time without penalty. We must receive at least the minimum periodic payment shown on Your billing statement by the payment due date. You may make larger payments without penalty. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Payments will be applied in the following order, first to any **LATE CHARGES** owing then to the **FINANCE CHARGE** due, then to the outstanding principal balance, highest interest rate to the lowest interest rate. Any unpaid portion of the **FINANCE CHARGE** will be paid by subsequent payments and will not be added to the principal. Visa minimum payments will be 2% of Your new Account balance at the end of each billing period subject to the lesser of \$20 or Your Account Balance. Minimum payment will be due within 28 to 30 days after the date of Your periodic statement and must be received by 5pm EST on the day your payment is due. You may by separate agreement authorize Us to charge the Minimum Monthly Payment automatically to Your Share Account or Your Checking Account. **Different rules may apply to Business Platinum Visa. See Business Platinum Visa Card Agreement Addendum and Business Platinum Visa Disclosure.**

11. **Default.** You will be in default and we may, without notifying You, temporarily suspend your credit, close Your account, cancel all credit card's issued on it and require immediate payment of your entire balance if any of the following occurs:

- a. You fail to make a payment on this or any other loan account with Northeast when it is due.
- b. You do not follow the terms of this Agreement in any way.
- c. You have made any false or misleading statement on the application for Your Account.
- d. You fail to pay any other loans you owe us.
- e. You become insolvent or die.

- f. There is an attachment, execution or levy against your property or You make an assignment for the benefit of creditors.
- g. A bankruptcy petition is filed by or against You or Your spouse.
- h. A guardian, conservator, receiver, custodian or trustee is appointed for you.
- i. You are generally not paying Your debts as they become due; or
- j. There has been a material adverse change in Your financial condition.

In the event of any of the above We may require the return of all credit cards issued under this Account. But of course, you don't want this to happen. Call us first and let us try to help you.

12. **Re-evaluation of Credit:** We can re-investigate and re-evaluate any information you provided on Your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

13 **The Periodic FINANCE CHARGE on Cash Advances is calculated as follows:**

A. We start with the Previous Balance on cash advances at the beginning of the billing period. For FINANCE CHARGE calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

B. On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add cash advances to the balance as of the day they are taken.

C. We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance on the billing statement.

D. We multiply the Average Daily Balance by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your **FINANCE CHARGE** on cash advances.

E. If the cash advance balance is subject to more than one rate (for example, because of cash advances made during a promotional or introductory rate offer), we will separately calculate the balance subject to **FINANCE CHARGE**, and the resulting **FINANCE CHARGE** in the same manner as described above.

**The Periodic FINANCE CHARGE on Credit Purchases is Calculated as follows:**

A. We start with the Previous Balance on purchases at the beginning of the billing period. For **FINANCE CHARGE** calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

B. On each day of the billing period we subtract payments, add new purchases and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase.

C. We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement), and then divide that amount by the number of days in the billing period. This determines the average daily balance on the billing statement.

D. We multiply the Average Daily Balance by the applicable daily periodic rate. The resulting amount is your **FINANCE CHARGE** on purchases.

E. If the purchase balance is subject to more than one rate (for example, because of purchases made during a promotional or introductory rate offer), we will separately calculate the balance subject to **FINANCE CHARGE**, and the resulting **FINANCE CHARGE** in the same manner as described above.

A **FINANCE CHARGE** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within

28 to 30 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly Statement within the 28 to 30-day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous 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 is paid in full or until the date of payment if more than 28 to 30 days from the closing date.

The APR may vary every calendar quarter and it may increase or decrease if there is a change in the selected index. The new APR is calculated by taking the highest US Prime Rate (as published in the Wall Street Journal) and adding the margin for the card. You should refer to the Visa Disclosure - Federal Truth in Lending Act for specific information. If there's an increase or decrease in rate, it will take effect the first day of the next billing cycle. An increase in rate will increase the scheduled minimum monthly payment.

**THE CLASSIC & PLATINUM VISA IS A VARIABLE RATE LOAN. YOU SHOULD REFER TO THE VISA DISCLOSURE FEDERAL TRUTH IN LENDING ACT FOR SPECIFIC INFORMATION ON CURRENT ANNUAL PERCENTAGE RATES AND DAILY PERIODIC RATES FOR BOTH CLASSIC AND PLATINUM VISA, AND FOR BUSINESS PLATINUM VISA.**

14. **Our Right to Cancel Your Account.** We can cancel Your account at any time, or reduce the amount of Your credit line, without notice to You, except in those situations where notice is required by law. If we cancel Your account, You agree to destroy all Cards issued on Your account by cutting them in half and returning them to Us. You will continue to be responsible for full payment of the balance on Your account and all charges to Your account, including those not yet received by us, as well as subsequent **FINANCE CHARGES** and other charges. Each Card is our property, and You agree that the Cards are not transferable and to surrender any Card upon demand.

15. **Collection Costs.** If we have to refer collection of your account to a lawyer (who is not our salaried employee), to the extent permitted by law, you will have to pay our attorney's fee plus court costs or any other fees. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

16. **Change in Terms of Your Account.** We can change any terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your account, as well as to future balances.

17. **If Your Card is Lost or Stolen or if an Unauthorized use may occur.** You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (603) 436-1847, and you agree to follow up your call with notice in writing to us at: Northeast Credit Union, PO Box 1240, Portsmouth, NH 03802-1240. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation including assisting in the prosecution of any unauthorized user.

18. **Liability of Unauthorized Use of Credit Card.** We will not hold you liable for the unauthorized use of your credit card if you notify us verbally or in writing within a responsible period of time of the loss, theft or possible unauthorized use of your credit card.

19. **Credit Information.** We may report your performance under this Agreement to credit reporting agencies including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our wholly owned subsidiary, Investment & Insurance Services. Otherwise, no one else will be given information about your account without your permission or proper legal authority. If you think we reported erroneous information to a credit reporting agency or wish to learn the names of the agencies we contacted, write us at the address listed on the billing statement. We will promptly investigate the matter, and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report.

20. **Waivers.** If, for any reason, We do not make use of any of Our rights under this Agreement on a particular occasion, that will not limit Our rights in the future in any way. We can accept late payments, partial payments or any other payments, even if

they are marked “paid in full” without losing any of Our rights under this Agreement. If any provision of this or any related Agreement is determined to be unenforceable or invalid, all other provisions, remain in full force and effect.

21. **Our Address to Send Payment:** Payments must be sent to the address listed on the front of the billing statement. To inquire or send correspondence: Write us at the address indicated on the front of the billing statement.

22. **Important Notice to Our Customer Who Contacts Us by Phone.** Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.

23. **Visa USA Rules and Regulations.** The services being provided to you under this Agreement are made possible by Northeast Credit Union’s status as a licensee of Visa USA. You recognize Northeast’s responsibility to comply with the current Visa USA rules and regulations and changes to them in order to continue to provide these services.

24. **Regulation Z Initial Disclosures.** By using Your card, You acknowledge receipt from US of the Initial Disclosures required by Regulation Z of the Truth-in-Lending Act and that the terms contained in the Initial Disclosures apply to You and Your use of the card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Cardholder Agreement is accurate as of the effective date. This information may have changed after that date.

25. **Illegal Transactions.** You agree that you will not cause or allow your VISA card or account to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction.

Write to: Northeast Credit Union  
PO Box 1240, Portsmouth, NH 03802-1240  
Call at: 603.436.1847  
1.888.436.1847

## **YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about Your rights and Our responsibilities under the Federal Truth-In-Lending Act.

### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If You think Your statement is wrong, or if You need more information about a transaction on Your statement, write Us on a separate sheet, at Our address shown in this Agreement. Write to Us as soon as possible. We must hear from You no later than 60 days after we sent You the first statement on which the error or problem appeared. You may telephone Us at (603-436-1847), but doing so will NOT preserve Your rights.

In Your letter give Us the following information:

Your Name and Account number.

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 Share 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 (3) 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 statement is 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 statement that are not in question.

If We find that We make a mistake on Your statement, 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 (10) days telling Us that You still refuse to pay, We must tell anyone We reported You to that You have a question about Your statement and, We must tell You the name of anyone We reported You to. We must tell anyone We reported 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 statement is 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.