





## CARDHOLDER AGREEMENT AND DISCLOSURE

This Cardholder Agreement and Disclosure Statement covers my credit card account(s) with you. In this Agreement, the words "I", "me" and "my" means any person who has either signed this Credit Agreement or whose name is embossed on the card(s). "You" and "your" mean WESTMARK CREDIT UNION.

When I sign an application for any card account under this agreement or sign or use any card(s) issued, I accept the terms of this Agreement and promise to pay all amounts charged to and owed on my account. If I permit anyone else to use my card(s) (or any other card embossed with my name and/or account number), I will be responsible for the amounts they charge plus any finance charges or any other amounts due.

**Method of Calculation.** The Finance Charge on my account is calculated by multiplying the number of days in the billing period by the daily periodic rate and multiplying the result by the "average daily balance". The "daily periodic rate" is the corresponding Annual Percentage Rate divided by 365. The "average daily balance" is figured by taking the beginning balance each day, adding any new advances, purchases, fees, or adjustments, and subtracting any payments or credits. The result is the daily balance, then all daily balances for the billing period are added together and the result is divided by the number of days in the billing period. To avoid paying Finance Charges on Purchase Transactions, the entire outstanding balance of all Purchase, Cash Advance, and Balance Transfer transactions as of the statement date and any Cash Advance or Balance Transfer transactions posted after the statement date plus any Finance Charges and fees must be paid in full by the due date or the Finance Charge will be assessed from the date each purchase transaction posted. I cannot avoid Interest Charges on Cash Advance and Balance Transfers. Cash Advance and Balance Transfer transactions accrue interest immediately beginning on the date the transaction posts to the account. When there are different rates for purchase, cash advances, or balance transfers, separate average daily balances for each will be calculated and the appropriate periodic rate is then applied to each balance.

**Purchases and Cash Advances.** I may use my card to buy goods and services anywhere it is accepted. I may also use my card to borrow cash from you by making cash advances at any financial institution or ATM (Automated Teller Machine) that accepts it.

**Making Payment.** I will be sent a combined statement each month that shows me the new card account balance. I may pay the entire balance owing at any time, or I may pay in monthly installments. My monthly statement will show the minimum payment I must make and the date when you must receive the payment. My payment of the minimum payment due may be applied to what I owe the Credit Union in any manner you choose. If I make a payment in excess of the required minimum payment due, you will allocate the excess amount first to the balance with the highest annual percentage rate "APR" and any remaining portion to the other balances in descending order based on the next highest APR, as of the date you receive my payment unless otherwise prescribed by law.

**Other Charges.** If I request copies of charge slips or statements, you can charge me a per item fee to cover the cost of finding and duplicating them. If I dispute a charge on my account, and after investigation it is found to be my charge, you can charge a fee to cover the cost of the research. The costs for such services is available in the Fee Schedule posted at each branch and you will provide me information regarding the current costs for such services at the time I make my request.

**My Credit Limit.** From time to time, you may adjust my maximum credit limit. I agree to keep the total of purchases and cash advances made on my account within this limit.

**Exceeding Credit Limit.** I understand that any amount charged over my credit limit will be immediately due and payable in addition to my regularly scheduled payment. The amount over limit will be reflected under the "Past Due" field on my statement and will be added to the "Current Payment". The total amount I will be required to pay in that billing cycle will include the amount exceeding the credit limit and all other amounts that would otherwise be due for that billing cycle.

**Overdraft Advances.** If I exceed the balance in my checking account, I understand that you may, at your option, transfer funds from my credit card account in the amount sufficient to cover the amount overdrawn. These transfers will occur provided that it will not exceed the credit limit of my card account. I understand that a fee may be imposed on my checking account for any such transfers.

**Additional Cards.** If I request more than two credit cards with my account, I agree to pay a fee for each additional card. You will notify me of the additional per card fee at the time I make my request.

**Replacement Cards.** I understand that in cases of fraud, a FREE replacement card or cards will be issued on my account. However, if I report my card(s) lost or stolen, replacement card(s) will be issued for a small fee once annually. For the 2nd and subsequent replacement cards due to a lost/stolen report, a larger fee may be imposed. The amount of the card replacement fee is available on the Fee Schedule posted at each branch and will be disclosed to me at the time I request the replacement card.

**Changes in This Agreement.** You can increase the finance charge, annual fee or other charges, impose a transaction fee, change the method of calculating interest or make other changes in this agreement provided you give me prior notice as required by law. You can notify me at the address shown on your records. I understand that unless I exercise my right to opt out, these changes will apply to all future balances and future transactions on my account. I understand that if I opt out, my credit limit will be closed and the outstanding balance will continue to be paid according to the original terms until it is paid in full.



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**Entire Balance Due.** You can require that I pay my entire balance at once if I break a promise or anything else happens which significantly impairs my ability to repay.

**Change of Address.** If I move, I agree to inform you of my new address so you may change your records.

**Delay in Enforcement.** You can delay enforcing any of your rights under this agreement without losing them.

**Unaccepted Cards.** You won't be responsible if my card isn't accepted by a bank or merchant.

**Lost or Stolen Cards.** I may be liable for the unauthorized use of my card(s). I will not be liable for unauthorized use that occurs after I notify WESTMARK CREDIT UNION, P.O. Box 2869, Idaho Falls, ID 83403-2869, orally or in writing, of the loss, theft or possible unauthorized use. Telephoning is the best way of keeping my possible losses down. I must tell you AT ONCE. Unless I have been grossly negligent or have engaged in fraud, my liability will not exceed \$50.00 if I believe my card, PIN, or other approved access devices have been lost or stolen or that someone has transferred or may transfer money from my account without authorization, and I tell you within two business days. If I do NOT tell you within two business days after I learn of the loss or theft of my card, PIN, or other access devices, and you can prove that the unauthorized electronic transfers could have been prevented if I had notified you, I could lose as much as \$500.00. If my card(s) is lost or stolen or if I suspect possible unauthorized use of the card, I will call my local WESTMARK CREDIT UNION office during regular business hours, as soon as possible, or I will contact Card Services at 1-800-453-4270 during non-business hours.

**Collection Costs.** I will pay all collection costs, including reasonable attorney's fees, to the extent permitted by law, if you are required to take collection action.

**Closing the Account.** Either you or I can close my account at any time. You do not have to notify me in advance. If either you or I close my account, I understand that I won't get a refund on any part of the year's annual fee, and I agree to return all cards to you. I will still be responsible for paying all amounts I owe even after my account is closed.

**Law That Applies.** This agreement is governed by Idaho law.

## BILLING RIGHTS

### Keep This Notice For Future Use.

This notice contains important information about rights and responsibilities under the Fair Credit Billing Act.

In this statement, the words "I", "me", and "my" mean the person whose name is embossed on the card(s). "You" and "your" mean WESTMARK CREDIT UNION.

### Notification in Case of Errors or Questions About My Bill.

If I think my bill is wrong, or if I need more information about a transaction on my bill, I will write you on a separate sheet to WESTMARK CREDIT UNION, Credit Card Department, P.O. Box 2869, Idaho Falls, ID 83403-2869

*I will write you as soon as possible. you must hear from me no later than 60 days after you send me the first bill on which the error or problem appeared. I can telephone you at (208) 523-1071, BUT DOING SO WILL NOT PRESERVE MY RIGHTS.*

In my letter I will give you the following information:

1. My name and account number.
2. The dollar amount of the suspected error.
3. I will describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about. If I have authorized you to pay my credit card bill automatically, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three (3) business days before the automatic payment is scheduled to occur.

### My Rights and Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within two billing cycles, but no longer than 90 days after your receipt of my letter, you must either correct the error or explain why you believe the bill was correct.

After you receive my letter, you cannot try to collect any amount I question or report me as delinquent. You can continue to bill me for the amount in question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my bill not in question.

If you find that you made a mistake on my bill, I will not have to pay any amount, finance charges, or fees related to that mistake. If you did not make a mistake, I must pay the amount in question along with any finance charges and fees. I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount that I owe and the date that it is due.

If I receive your explanation indicating you do not believe there was a mistake, then if I fail to pay the amount you think I owe, you may then report me as delinquent. However, if your explanation does not satisfy me and I write you within ten days telling you that I still refuse to pay, you cannot report me as delinquent without also reporting that I am questioning your bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us. If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my bill was correct.



## CARDHOLDER AGREEMENT AND DISCLOSURE

### Special Rule for Credit Card Purchases

If I have a problem with the quality of property or services that I purchase with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services.

To use this right, all of the following must be true:

- (a) I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address; and the purchase price must have been more than \$50.
- (b) I must have used my credit card for the purchase. Purchases made with a cash advance or a check that accesses my credit card account do not qualify.
- (c) I must have not yet fully paid for the purchase.

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed on your statement. 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.

**Electronic Transfers.** All regulations regarding electronic transfers will apply to any VISA, MasterCard, MasterCard GOLD or VISA Platinum.

### In Case of Errors or Questions About My Electronic Transfers

I will contact you at the phone number or address below as soon as I can if I think my statement or receipt is wrong or if I need more information about a transfer on the statements or receipts. You must hear from me no later than sixty (60) days after you sent me the FIRST statement on which the error or problem appeared. I must provide you the following information:

1. I must tell you my name and account number.
2. Describe the error or the transfer I am not sure about, and explain as clearly as I can why I believe there is an error or why I need more information.
3. Tell you the dollar amount of the suspected error.

You will investigate my complaint and within 90 days, you must either correct the error or explain why you believe the statement was correct. If you take more than ten (10) business days to do this, you will re-credit my account for the amount I think is in error so that I will have use of the money during the time it takes you to complete your investigation.

WESTMARK CREDIT UNION  
 Credit Card Department  
 P.O. Box 2869  
 Idaho Falls, ID 83403-2869  
 Telephone (208) 523-1071

If I am signing this as co-applicant, I understand I will be equally responsible with the applicant for debt incurred on this account. By signing this agreement, or by signing the card(s) or using the card(s) issued, I/We agree to abide by the terms and conditions of this Cardholder Agreement and Disclosure Statement.

Applicant's Signature

Co-Applicants' Signature

Co-Applicant's Signature

Date

Co-Applicants' Signature

### Debt Protection

Yes, I am interested in Voluntary Debt Protection. I understand this product is Optional and whether or not I purchase this protection will not impact my credit application or the terms of credit on this or any other loan account at the credit union. Date

No I waive my right to enroll at this time.