



# TRI-CU VISA CREDIT CARD

## AGREEMENT & DISCLOSURE

Effective July 2025

This agreement, along with any other account opening documents or ones we provide later related to this account, govern the terms and conditions for both you and any co-applicants or guarantors, as well as anyone you authorize to use, access, or service this account (which includes the line of credit, and any cards, devices, duplicates or renewals for this account).

***By signing an application, using this account or retaining the card, you agree to all the terms of this agreement.***

Interest Rates and Finance Charges		
Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances:	Visa Classic (based on creditworthiness, lower rate is when there is an active checking account)	<b>12.90% or 14.90%</b>
Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances:	Visa Platinum (based on creditworthiness, lower rate is when there is an active checking account)	<b>8.90% or 10.90%</b>
How to Avoid Paying Interest on Purchases:	Your due date is at least 25 days after the close of each billing cycle. WE will not charge you any interest on purchase if you pay the entire balance by the due date of each month.	
For Credit Card Tips from the CFPB	To learn more about factors to consider when applying for or using a credit card, visit the Consumer Financial Protection Bureau website: <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>	
Fees		
Setup & Maintenance Fees		
Additional Card Fee	\$10.00	
Card Replacement Fee	\$10.00	
Rush Fee	\$50.00	
Transaction Fees		
Foreign Transaction Fee	1.00% of each transaction in U.S. dollars	
Penalty Fees		
Late Payment Fee	\$20.00	
Returned Payment Fee	\$28.00 or the amount of the required minimum payment, whichever is less.	

**How We Will Calculate Your Balance:** We use a method called “average daily balance” excluding new purchases and including new balance transfers and cash advances.

**Effective Date:** The information about the costs of the card described herein is accurate as of July 2025, but it may have changed after that date, contact Tri-CU to determine current costs.

## 1. SECURITY INTEREST

You grant Tri-CU a security interest under the Uniform Commercial Code and under any common law rights Tri-CU may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares to secure this agreement, Tri-CU will secure the money in your accounts, and you may not withdraw them until the Credit Union agrees to release them.

**You grant Tri-CU a security interest in all individual and joint share and/or deposit accounts You have with Tri-CU now and in the future, to secure this Account. Deposits in an IRA are not subject as security. When You are in default, You authorize Tri-CU to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree that Tri-CU may use any funds in Your account(s) to pay any or all of the unpaid balance.**

As allowed by law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account.

## 2. CREDIT LIMIT

We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.

## 3. REPAYMENT

You promise to repay all amounts You owe, including all transactions by You or anyone You authorize to use it, as well as interest charges and fees. For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 3.00% of Your total New Balance, or \$20.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your credit limit. If Your total New Balance is less than \$20.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full. If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month there is a balance. The Credit Union may delay restoring the credit limit until the payment is posted or it has cleared.

Your payment may be applied to what You owe Tri-CU in any manner the Credit Union chooses, as permitted by law. If You make a payment exceeding the required Minimum Payment Due, the Credit Union 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 applicable APR. Tri-CU may accept checks marked "payment in full" (or similar words) without losing rights to collect the full balance.

## 4. INTEREST & FINANCE CHARGES

Tri-CU will begin charging You interest on new purchases on the first day of the following billing cycle. We will begin charging interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, Tri-CU will not charge interest on new purchases if You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

**How We Calculate The Balance:** Interest charges are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We calculate the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type (excluding new purchases), and subtract any unpaid interest or other finance charges and any applicable payments or credits. This makes the daily balance for each Transaction Type. Then, for each Transaction Type, Tri-CU adds up all the daily balances for the billing

cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

## **5. FEES**

In addition to the periodic rate of interest and finance charges, additional fees may be imposed as outlined at the beginning of this agreement.

## **6. FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A finance charge fee, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States. Transactions 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. The Foreign Transaction Fee is set forth at the beginning of this Agreement.

## **7. AUTHORIZATIONS**

Tri-CU does not guarantee authorization of a transaction by us or a 3<sup>rd</sup> party, even if You have sufficient credit available. You agree Tri-CU will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day and to deny certain transactions for any reason at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

## **8. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS**

If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant if Your Card is replaced, if Your Account or card information changes (like card number or expiration date), or Your Account is closed. However, if this happens, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked such authorization.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

## **9. PREAUTHORIZED CHARGES**

Tri-CU may suspend preauthorized recurring charges with merchants if Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

## **10. DEFAULT**

You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or ones We must return because they cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update;

file for bankruptcy, or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, Tri-CU may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

#### **11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION -**

If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at 3213 W 19<sup>th</sup> Ave, Kennewick WA 99337 or call Us at (509) 735-8331, seven days a week 24 hours a day (there are instructions in our phone message when we are closed, to connect the 24-hour card maintenance processor).

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50 if you tell us within 2 business days after you learn of the loss or theft of your card and/or account information. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or account information without your permission if you had told us, you could lose as much as \$500. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your card. In those cases your liability will be determined by the standards set forth for all other unauthorized transfers. If your statement shows transfers that you did not make, including those made by card, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back **any** money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### **12. CHANGING OR TERMINATING YOUR ACCOUNT**

As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

Either You, Your spouse or Tri-CU may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or 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.

#### **13. AUTHORIZED USERS**

Upon Your request, Tri-CU may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

#### **14. CREDIT REPORTS**

You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

## 15. JOINT ACCOUNTS

If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

## 16. 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.

## 17. SEVERABILITY AND FINAL EXPRESSION

This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

## 18. LEGAL DISCLAIMERS AND AGREEMENT

**ILLEGAL TRANSACTIONS:** You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**APPLICABLE LAW:** The terms and enforcement of this Agreement shall be governed by federal law and the law of Washington.

**ENFORCING THIS AGREEMENT:** We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

**COLLECTION COSTS:** You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, to the extent allowed by law.

**ASSIGNMENT:** We may assign any or all of Our rights and obligations under this Agreement to a third party.

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### Your Billing Rights: Retain for Future Reference

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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 the address listed on Your statement. 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 three 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** or electronically. 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:

- 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.
- 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:

- 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 are 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.)
- 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.
- 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** or electronically 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.