

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA 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; and in each instance, plus a Foreign Transaction Fee of 1% of each transaction in U.S. dollars. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within which to repay international transactions in order to avoid paying the Foreign Transaction Fee.

COLLECTION CHARGES: In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including court costs, reasonable attorney’s fees, and litigation expenses, to the extent permitted by applicable law.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law, the State of Indiana. We extend credit to you from Indiana regardless of where you live or use your Account. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the courts of Indiana, and each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. All changes to this agreement must be made in writing. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card to us upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney’s fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked “payment in full” without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. You may not transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives.

You acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

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 our designee at:

Allegius Credit Union
c/o Credit Card Center
244 Allegius Dr.
Burns Harbor, IN 46304

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 statement, 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 your statement 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 statement 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 statement. 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 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.)
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.

CUSTOMER SERVICE: 1-800-442-4757 – 24 hours a day/7 days a week. (Please have Account information available.)

Allegius Credit Union VISA Credit Card Important Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	9.95% to 17.95% when you open your account, based on your credit worthiness.
APR for Balance Transfers	9.95% to 17.95% when you open your account, based on your credit worthiness.
APR for Cash Advances	9.95% to 17.95% when you open your account, based on your credit worthiness.
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 purchases if you pay your entire balance by the due date each month.
Minimum Payment	3% of the New Balance or a minimum of \$25, plus any unpaid fees and interest charges plus any amount in excess of the credit limit established by us and any past due minimum payments.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	None None 1% of each transaction in U.S. dollars.
Penalty Fees • Late Payment • Over-the-Credit Limit • Returned Payment	\$15 None \$25
<i>Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the “Truth-in-Lending Disclosure” in any particular Agreement evidencing such debt.</i>	

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your Credit Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement.

Important Information About Procedures For Opening A New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The information that is being requested and observed is for compliance with the requirements of Section 326 of the USA PATRIOT Act related to implementing customer identification and verification requirements.

Borrower(s) agree(s) to reimburse Lender promptly for (a) all costs and expenses, including reasonable attorney’s fees and legal expenses, incurred by Lender in endeavoring to collect or enforce any of the Liabilities or to realize upon any of the Collateral and (b) all expenses incurred by Lender in performing any agreement of Borrower(s) hereunder which Borrower(s) shall fail to perform or in taking any other action which Lender deems necessary for the maintenance or preservation of any Collateral or Lender’s interest therein.

The information about the costs of the Card described in this application is accurate as of 1/2021. This information may change after that date. To find out what may have changed, call 1-800-537-8386 or write to Allegius Credit Union at 244 Allegius Dr., Burns Harbor, IN 46304, or visit our website at www.allegius.org.

New York & Vermont Residents: Upon your request, we will inform you of the name and address of each credit-reporting agency from which we obtained a credit report relating to you. New York residents may request a

comparative listing of credit card rates, fees, and grace periods by writing to: Public Information, New York State Banking Department, 2 Rector Street, New York, NY 10006-1894 or by calling 1-800-522-3330.

California Residents: (1) You have the right to prohibit us from disclosing to marketers of goods marketing information concerning you that discloses your identity. You may exercise your right by calling us at 1-800-537-8386; (2) If you are a married applicant you may apply for credit in your own name; (3) Applicants may, after credit approval, use the credit card up to its credit limit and may be liable for amounts extended under the plan to any joint applicant; (4) As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Maine Residents: Consumer Reports (credit reports) may be requested in connection with this application. Upon request, you will be informed whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island: Consumer reports may be requested with this application.

Wisconsin Residents: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor’s interests unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision. To check on the status of your application, please call 1-800-537-8386.

ALLEGIOUS CREDIT UNION
244 Allegius Dr., Burns Harbor, IN 46304

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR VISA® ACCOUNT

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement (“Agreement”) covers your VISA® Account (“Account”) shown above. In this Agreement, the words “you” and “your” mean any person who signs this Agreement or uses the Card. “We” “our” and “us” mean the financial institution named above. The “Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the Card” means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use” means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

EXTENSION OF CREDIT: If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases, cash advances or balance transfers under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

BALANCE TRANSFERS: Subject to your available credit, you will be able to transfer the balances of non-Allegius Credit Union credit card accounts to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer coupon is more than your available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. In addition to periodic interest charges, balance transfers are subject to an additional fee which is disclosed under the “Balance Transfer Fee” section of this Agreement. There is no grace period for balance transfers.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that person’s privilege, you must notify us in writing, and if he or she has a Card, you must return the Card with your written notice for it to be effective.

CREDIT LIMITS: You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) interest charges and other charges or fees; (c) collection costs and attorney’s fees as permitted by applicable law, and any costs incurred in the recovery of the Card;

and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the “Previous Balance” (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Late Payment Fees, Returned Payment Fees, Annual Fees, interest charges, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the “New Balance” which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the “Payment Due Date” shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is 3% of the New Balance or a minimum of \$25, plus any unpaid fees and interest charges plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$25.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

COST OF CREDIT: You will pay an interest charge for all advances made against your Account. The interest charge may include, as applicable, a minimum interest charge, a periodic interest charge on your Account balances, and certain transaction-based fees. Periodic interest charge for cash advances and balance transfers begin to accrue on the date of the advance and there is no grace period. New purchases will qualify for a grace period and will not incur periodic interest charges until the start of the next billing cycle if the Previous Balance on your statement (i) is zero, (ii) is a credit balance, or (iii) was paid in full by the Payment Due Date on your immediately preceding monthly statement. For new purchases that qualify for a grace period, you will pay no periodic interest charges on those new purchases if you pay the New Balance in full by the Payment Due Date shown on the billing statement on which those new purchases first appear. For new purchases that do not qualify for a grace period, interest charges will begin to accrue on the date of the advance. Prior to the expiration of any grace period, if you do not pay the New Balance in full, but pay a portion of the New Balance by the Payment Due Date for that monthly statement, you will pay no periodic interest charges on the purchases portion of the New Balance paid, but you will pay periodic interest charges on the purchases portion of the New Balance that remains unpaid. The Payment Due Date will be no less than 25 days after we have sent you your current monthly statement.

You will pay an interest charge for all advances at an Annual Percentage Rate (APR) between 9.95% to 17.95% when you open your account, based on our credit worthiness.

HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the periodic interest charge on your Account by applying the applicable daily periodic rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero or less. We then subtract any payments or credits and unpaid interest charges and finance charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for such feature category. The periodic interest charge for each feature category is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product.

CREDITING OF PAYMENTS: We do not charge for payments made by standard mail service or other standard payment methods that we accept. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly

periodic statement or by way of any other approved payment methods generally will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. If payment is made at any location other than the address designated on the periodic statement or any other standard payment method we accept, credit for such payment may be delayed up to five days.

All payments on your Account will be applied first to collection costs, then to any interest charge and other fees due, and then to the unpaid principal balance. If your payments exceed the Total Payment Due shown on your current monthly statement, we generally will apply the excess amount first to the balances subject to the highest interest rate. This will result in balances with higher ANNUAL PERCENTAGE RATES being paid before any other existing balances. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

MINIMUM INTEREST CHARGE: There is a minimum interest charge of \$1.00 for any billing cycle in which a periodic interest charge is due.

CASH ADVANCE FEE: If you take a cash advance or use a convenience check provided by the Allegius Credit Union, there will not be a Cash Advance Fee.

BALANCE TRANSFER FEE: For balance transfers, there is no Balance Transfer Fee.

LATE PAYMENT FEE: We will add a Late Payment Fee to your Account balance for each billing period you fail to pay the Current Minimum Amount Due plus the sum of any Past Due Amount and the amount by which the New Balance exceeds the Credit Limit by the due date shown on your current statement. The fee will be assessed as follows: we may charge a fee of \$15.

OVER-THE-CREDIT LIMIT FEE: No over-the-credit limit fee is charged, however, we may decline any transaction that causes you to go over your credit limit.

ANNUAL FEE: No Annual Fee is charged.

RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee each time you make a payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission. The fee will be assessed as follows: a Returned Payment Fee of \$25 will be assessed.

REPLACEMENT CARD FEE: If you request a replacement card for any reason (including lost or stolen card, damaged card, etc.) a Replacement Card Fee of \$5 may be charged to your Account.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card after you notify us orally or in writing at Allegius Credit Union, 244 Allegius Dr., Burns Harbor, IN 46304, telephone number (800) 537-8386, of the loss, theft, or possible unauthorized use of your Card. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card, nor does it apply in the case of cash advances obtained at an ATM. In any case, your liability for unauthorized use will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

DEFAULT: You will be in default: (1) if you fail to make any required payment on time; (2) if you exceed your authorized credit limit; (3) if you fail to keep any promises you have made under this or any other agreement with us; (4) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (5) if you die; (6) if anyone tries, by legal process, to take any of your money maintained with us; (7) if you have given us false or misleading information in obtaining your Card or in connection with any credit update; (8) if we reasonably believe that you are unable or unwilling to repay your obligations to us; or (9) if you use your Card or Account for any illegal transaction.

ACCELERATION: If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus interest charges and fees which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as interest charges and other related charges. We may add to, change, or delete the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

CONSENT TO CONTACT YOU: You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. You agree that we (and our affiliates, agents, and contractors) may contact you to service your account or to collect amounts you owe us using all media, including voice, text messaging, and email, and all contact information you provide to us, including any cell phone telephone number and email address you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver pre-recorded messages to you. You may limit this consent based on the options we may provide by calling our Card Services department. Any charges for contacting you that may be billed to you by your communications carrier are your responsibility.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown below in this Agreement. Please include your name, address, home telephone number and Account number.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or Account will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card or Account and to indemnify and hold us and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.