



P.O. Box 157
Black River Falls, WI 54615



CREDIT CARD AGREEMENT

NOTICE:

- * See reverse side for important information regarding your rights to dispute billing errors.
- * Your signature on the credit card application, or pre-approval letter from this credit union, indicates that you have read, understood, and will comply with the terms of this agreement.

In this Agreement the words *you* and *your* mean each and all of those who sign the accompanying credit card application or pre-approval letter from this credit union. *Card* means a Mastercard® credit card and any duplicates and renewals the Credit Union issues. *Account* means your Mastercard credit card line of credit account and the Credit Union. *Credit Union* means the Credit Union whose name appears in this Agreement.

1. Using the Account. If you are approved for a Mastercard account, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

2. Using the Card. You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept Mastercard cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the Mastercard program and from automated teller machines (ATMs), such as Mastercard ATM Network, that provide access to the Mastercard system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

3. Responsibility. You agree to pay all charges (purchases and cash advances) to your account made by you and anyone whom you authorized to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance.

If more than one person signs this Agreement, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

4. Finance Charge. A Finance Charge will be imposed on Purchases only if you elect not to pay the entire New Balance of purchases shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance of purchases shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the average daily balance of such Purchases from the previous statement closing date and on new 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 of purchases is paid in full or until the date of payment if more than 25 days from the closing date. A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. Separate Finance Charges for Purchases and Cash Advances for a billing cycle are computed by applying the monthly periodic rate to the separate average daily balances, which are determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Purchases is determined by adding to the outstanding unpaid balance of Purchases at the beginning of the billing cycle any new Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. Each daily balance of Cash Advances is determined by adding to the outstanding balance of your account at the beginning of

the billing cycle any new Cash Advances received, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Finance Charges.

5. Other Charges. The following other charges will be added to your account, as applicable: late payment fee of \$9.00 and returned check fee of \$10.00.

6. Monthly payment. Each month you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 4% of your Total New Balance but no less than \$20.00, plus the amount of any prior minimum payments that you have not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. Payments will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases.

7. Security Interest. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares for this account, your account will be secured by your pledged shares.

To the extent not prohibited by Wis. Stat. §422.417 or other provision of the Wisconsin Consumer Act, this Agreement is also secured by all existing and future security agreements between the Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Agreement is not secured by a Borrower's dwelling.

8. Default. You will be in default if you fail to make any minimum payment on two occasions in any twelve month period. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in an credit application or credit update. You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment subject to any right to cure default you may be entitled to according to Wisconsin Law. If immediate payment is demanded, you will continue to pay finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

9. Liability for Unauthorized Use. You may be liable for the unauthorized use of your credit card. Your liability will be \$0 if the following are met: (A) you have exercised reasonable care in safeguarding your card from risk of loss or theft; (B) you have not reported two or more incidents of unauthorized use to the credit union in the immediately preceding 12 month period; and (C) your credit card account is in good standing. If these conditions are not met, your liability will be the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before you notified the credit union of the loss, theft, or possible unauthorized use of the card.

10. Lost Card Notification. If you believe your credit card has been lost or stolen, immediately inform our credit card processor, Financial Card Services, by calling: (800) 808-7230 or (800) 991-4964.

11. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions.

Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. The 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.

12. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

13. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

14. Foreign Transactions. If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Inc. will convert the charge into a U.S. dollar amount. Mastercard International will use its currency conversion procedure, which is disclosed to Institutions that issue Mastercard cards. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government mandated rate or the wholesale rate in effect the day before

the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

15. Merchandise Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

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. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

18. Statement and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

19. Copy Received. You acknowledge that you have received a copy of this Agreement when you signed the application.

20. Military Lending Act Disclosures. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at (800) 258-0023 to orally receive disclosures and a description of the payment obligation.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The 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 savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 when we believe the bill 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 bill that are not in question.

If we find that we made a mistake on your bill, 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 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 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report 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 bill was correct.

Special Rules 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's, or if we mailed you the advertisement for the property or services.