

**Credit Line Account Agreement and Disclosure**
**Interest Rate and Interest Charges**

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|---|---|
| <b>Annual Percentage Rate (APR)<br/>For Purchases, Balance Transfer<br/>and Cash Advances</b> | <b>12.90%</b><br>Your rate is based on your creditworthiness.   |
| <b>Penalty APR and When It Applies</b>  | None  |
| <b>Paying Interest</b>  | Your due date is at least 25 days after the close of each billing cycle. We will not charge You interest on any purchases if You pay Your entire balance owed by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date. |
| <b>Minimum Interest Charge</b>  | None  |
| <b>For Credit Card tips from the<br/>Consumer Financial Protection<br/>Bureau (CFPB)</b>      | To learn more about factors to consider when applying for or using credit card, visit the website of the CFPB at: <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>  |
| <b>Fees</b>   |   |
| <b>Annual Fee</b>   | None  |
| <b>Transactions Fees</b>  |   |
| <b>Balance Transfer</b>   | None  |
| <b>Cash Advance</b>   | None  |
| <b>Foreign Transactions</b>   | 1.00% of each foreign currency transaction in U.S. Dollars  |
| <b>Penalty Fees</b>   |   |
| <b>Late Payment</b>   | Up to \$29 after 10 days  |
| <b>Returned payment</b>   | \$20  |

2. Approval of this application by FINANCIAL ONE CREDIT UNION will establish the following

(a) The credit limit approved shall be determined by the credit union and this credit limit will be drawn upon as I use an issued Visa Credit Card.

(b) The line-of-credit will be repaid in accordance with terms and conditions of this agreement. You understand that the use of Your credit card will constitute acknowledgment of receipt and agreement to terms of the VISA Line-of-Credit agreement and disclosure.

(c) This card remains the property of FINANCIAL ONE CREDIT UNION and will be surrendered immediately upon request.

**VISA FINANCE CHARGES.**

In the case of any transactions under Your VISA Platinum Secured and Visa Platinum the balances subject to periodic Finance Charge are average daily transactions balances outstanding during the month (new and previous). To get the average daily balance, We take the beginning balance of Your account each day, add any new purchases, cash advances, balance transfers, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to Finance Charge by the monthly periodic rate. You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your account will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the later of the date they are posted to Your account, or from the first day of the billing cycle in which the transactions is posted to Your account.

**PERIODIC RATES.**

The periodic rates applicable to purchases, cash advances and balance transfers are disclosed under the section titled Interest Rates and Interest Charges in this agreement. The rate charged on purchases, cash advances and balance transfers will not vary from month to month unless; We notify You in advance that the rate(s) will change as required by law. The rate on Your account for certain types of transactions may be a promotional discounted rate (Promotional Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If a promotional rate applies to Your account the rate and the period of time it will be effective is shown on the disclosure. After the promotional rate period expires, the periodic rate will automatically increase to the rate that would ordinarily apply for the type of transactions based on the terms of this agreement.

**THE FINANCE CHARGE** for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Your account (including current transactions). To get the average daily balance for purchases, We take the previous balance (the outstanding balance in Your account at the beginning of the billing cycle), add all new credit purchases as posted through the date and subtract any payments as received and credits as posted through the date,

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Billing rights:** Information on Your rights to dispute transaction and how to exercise those rights is provided in Your account agreement.

The purpose of this agreement is to establish the terms and conditions of a line-of-credit loan. In this agreement, the words “I”, “My”, “You” or “Your” mean each person who applies for a Visa Credit Card or signed the agreement or who uses the credit card or a duplicate credit card. The word “card” means Your Visa Credit Card and duplicates of said card. The word “account” means Your Visa Credit Card revolving credit line account with FINANCIAL ONE CREDIT UNION. The words “We”, “Us” and “Our” mean FINANCIAL ONE CREDIT UNION.

1. I hereby apply for a line-of-credit that I can use from time to time and which may be replenished by payment of amounts previously drawn.

but exclude any unpaid FINANCE CHARGE. Then We add up all the daily balances for the billing cycle and divide the total by the number of billing days in the cycle. This gives Us the average daily balance for purchases. Balance transfers are calculated in the same manner as purchases. The monthly periodic rate is 1.075%, for purchases, cash advances and non promotional rate balance transfers which is one-twelfth (1/12th) of the ANNUAL PERCENTAGE RATE which corresponds to an ANNUAL PERCENTAGE RATE of 12.90%.

**MONTHLY PAYMENTS.**

Visa Platinum Secured and VISA Platinum minimum monthly payments will be established at the close of each billing cycle at an amount equal to 3.00% of Your then outstanding balance, subject to a minimum of \$25.00 or Your balance, which ever is less, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved credit limit.

**SECURITY.**

As permitted by law, to secure all transactions under this agreement in either joint or individual accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may off-set any mutual indebtedness.

SPECIFIC TERMS APPLICABLE TO YOUR VISA PLATINUM SECURED AND VISA PLATINUM CREDIT CARDS

**DEFAULT.**

You will be in default if: (a) You do not make a timely payment or perform any obligation under this agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, bankruptcy, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representation to Us while You owe money on Your account; or (d) a judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the essence.

Upon any occurrence of default, We may, to the extent permitted by law cancel Your rights under this agreement, and declare the entire balance of Your account immediately due and payable, without prior notice or demand.

**COLLECTION COST.**

In the event collection efforts are required to obtain payment on this account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this agreement or in the recovery of any collateral.

**ENFORCEMENT.**

We do not lose Our rights under this or any related agreement if We delay enforcing them. 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.

**NOTIFICATION OF ADDRESS CHANGE.**

You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE OF TERMS.**

We may change the terms of this agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**USE OF YOUR CARD.**

You may use Your card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are violation of applicable state and/or federal law.

**OWNERSHIP.**

Your card remains Our property and may be canceled by Us at any time without notice. You agree to surrender Your card and to discontinue its use immediately upon Our request.

**JOINT.**

If this is a Joint account, each person on the account will be individually and jointly responsible for paying all amounts owed under this agreement. This means We 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 purchases or cash advances individually. Any one of You may terminate this account and the termination will be effective as to all of You.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.**

We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating ATMs. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your account and all sums advanced will be added to Your account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.**

Even though the sales, cash advances, credit or other slips You may sign or receive when using Your card contain terms, this agreement is the contract which solely applies to all transactions involving the card.

**LIABILITY FOR UNAUTHORIZED USE.**

Unless I have been grossly negligent or I have engaged in fraud, I will not be liable for any unauthorized transactions using My lost or stolen Visa Credit Card. This limit on liability does not apply to ATM transactions or to transactions using My Personal Identification Number (PIN) which are not processed by VISA, or to commercial cards. If I am liable for unauthorized transactions, My liability will not exceed \$50. In addition, even in these circumstances, I will not be liable for unauthorized transactions that occur after I notify FINANCIAL ONE CREDIT UNION (11465 Robinson Drive NW Coon Rapids, MN 55433), orally or in writing of the lost, theft or possible unauthorized use of My Visa credit card.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.**

We are not liable for the refusal or inability for merchants, financial institutions and others to accept the cards or convenience checks, or electronic terminals to honor the cards or complete a card withdrawal, or for their retention of the cards or convenience checks.

**FOREIGN TRANSACTIONS.**

For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transactions currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount.

**TRANSACTIONS SLIPS.**

Your monthly statement will identify that merchant, electronic terminal or financial institution at which the transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**LATE CHARGES.**

If Your payment is more than 10 days late, You will be charged the lesser of: (a) \$25.00 (this amount will be \$29.00 if You have incurred a late charge within 6 months of

previously incurring a late charge); or (b) the amount of the required minimum payment.

**OTHER FEES AND CHARGES.**

You will be charged the following fees associated with the use of Your card: (a) \$10.00 for each replacement card You request; and (b) the lesser of \$20.00 for any check (or other negotiable instrument used for payment) which is returned unpaid, or the required minimum payment amount for the returned payment

**LOST CARDS OR CONVENIENCE CHECKS.**

To report lost or stolen credit cards or convenience checks, You will immediately call VISA at (800) 808-7230 or write to Us at FINANCIAL ONE CREDIT UNION, 11465 Robinson Drive NW Coon Rapids, MN 55433.

**CREDITS.**

If a merchant who honors Your card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances. If it is \$1.00 or more, we will refund it to You on Your written request or automatically deposit it to Your share account after six months.

**PERIODIC STATEMENTS.**

On a regular basis, You will receive a statement showing all transactions on Your account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your account is uncollectible or if We have started collection proceedings against You because You have defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF THE ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**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 Us at FINANCIAL ONE CREDIT UNION, 11465 Robinson Drive NW Coon Rapids, MN 55433. In Your Letter, give us the following information:

- **Account Information:** Your name and account number
- **Dollar Amount:** The dollar amount of the suspected error
- **Descriptions 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 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 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, 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 date the 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 \$50.00 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 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 for 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 the 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.

If all the criteria above are met and You are still dissatisfied with the purchase, contact Us in writing at FINANCIAL ONE CREDIT UNION, 11465 Robinson Drive NW Coon Rapids, MN 55433.

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.