

cannot disclaim your responsibility for such charges by notifying us, and your responsibility continues even though an agreement, divorce decree or other court judgment to which we are not a party, may direct you or one of the other persons held responsible under the Account to pay the Account. Any person using the Card shall be jointly responsible with you for the charges made, and if that person signs the card, and receives a copy of these Regulations, he or she is also responsible for all charges on the Account, including yours.

2. Credit Line: We will establish a maximum credit limit for your Account (“Credit Line”) and advise you of its amount. You agree not to let the Account balance exceed the Credit Line, but you remain responsible for payment if it does. Any Account balance in excess of the Credit Line is payable immediately. We reserve the right to reduce your Credit Line, from time to time, or to revoke your Card, without affecting your obligation to pay all Account balances. The Cards remain our property, and if we request, you must recover and surrender to us all Cards we issued on your Account.

3. Use of the Card: To make a purchase or cash advance, present the Card to an authorized plan member or financial institution and sign the sales or cash advance draft that will be imprinted with your Card. You may also obtain a cash advance with the Card at certain automated terminals. Regular transactions are counted against your Credit Line. You will receive a copy of the draft (or machine receipt at a terminal at which there is no attendant), which you should retain to verify your monthly statement. We reserve the right to make a reasonable charge for photostatic or duplicate copies of drafts or machine receipts you may request. Your Card may not be used for any transaction that is illegal under Federal, State or local law. Also, your Card may not be used for any Gambling including Internet Gambling.

4. Convenience Checks: We may, from time to time, supply you with personalized Convenience Checks that are subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return a Convenience Check unpaid if there is not enough available credit on your Account to pay for it, if you are in default under these Regulations, if your Card or Convenience Check has been reported lost or stolen, if your Convenience Check is postdated, if your right to use Convenience Checks has been cancelled or suspended or if your Account has been closed. In addition, we may refuse to honor a Convenience Check whenever

we would be entitled to dishonor an ordinary check. If we refuse, under the terms of these Regulations, to honor a Convenience Check issued by you, we may charge your Account a NSF fee. Check our website, landmarkcu.com, or a fee schedule in any branch for current fee. A Convenience Check cannot be used to make a payment on any Landmark Credit Union VISA® Account.

Any Convenience Check that we pay will be posted to your Account as a cash advance and will be subject to all the terms in these Regulations that apply to cash advances. We shall have no liability for any Convenience Check that we return because it was written for an amount in excess of your available Credit Line. Convenience Checks that you use and we pay will not be returned to you but will be identified on your monthly billing statement. The Wisconsin Uniform Commercial Code, as well as applicable Landmark Credit Union policies and fees, will apply to Convenience Checks as if they were checks drawn on a checking account.

5. Pledge Agreement and Issuance fees: As security for the payment of all credit extended through your Credit Account, you pledge to, and grant, Landmark Credit Union, a security interest in all funds now and hereafter deposited in your pledged deposit account until your Credit Account is closed and all your indebtedness thereunder is fully satisfied. If you exceed your credit limit or otherwise default under the terms of your Credit Card Agreement, or if your Credit Account is terminated by us or you for any reason, we may at any time thereafter and without notice to you, apply all or part of the funds in your pledged deposit account to the payment and satisfaction of any and all amounts owed on your Credit Account, and, in addition, may avail ourselves of any other remedies under the terms of your Credit Card Agreement or otherwise available under the laws of the state of Wisconsin or any other applicable jurisdiction. This pledge agreement shall be governed by the laws of the State of Wisconsin.

6. Finance Charge: Your Account will be subject to a **Finance Charge** during any billing period during which you (a) received, or had outstanding, a cash advance; or (b) failed to pay in full the previous balance shown on the statement during the first 27 days of the statement (the “Grace Period”).

Your Landmark Secured Visa® **Finance Charge** is calculated by applying the Monthly Periodic Rate, determined as set forth in Section 7 of these Regulations, to the “average daily balance” of your Account. To get the “average daily balance,” we take

the beginning balance of the Account each day, reduced by any payment you make, credits we apply, and any late payment fee due, and increased by any cash advances and, if the previous balance was not paid in full during the Grace Period, all new credit purchases posted through that date. This gives us the daily balance. Then we add all the daily balances for the billing period together and divide the total by the number of days in the billing period. This gives us the “average daily balance.” All accounts are subject to a Minimum Finance Charge of \$.50.

You can avoid incurring a **Finance Charge** on purchases by paying the New Balance in full within the Grace Period. However, a **Finance Charge** will be imposed on cash advances from the date made (on Convenience Checks from the date cleared), and will continue to accrue on any cash advances or Convenience Checks until your payment is received. If a minimum payment or any portion thereof is past due by more than 60 days, your Monthly Periodic Rate will increase to 1.5% (**Annual Percentage Rate** of 23.99%). This Penalty Rate will be effective following any notice and waiting period required by law. Your Monthly Periodic Rate of 1.5% (**Annual Percentage Rate** of 23.99%) will remain on your Account until your Account has been paid on time and with no other event of default for three (3) consecutive billing periods after application of the penalty rate.

7. Monthly Payment: Unless there has been no activity on your Account since your last statement and your Account shows a zero balance, we will mail you a statement for every billing period, showing your previous balance, the current transactions on your Account, the remaining credit available under your Credit Line, the applicable Monthly Periodic Rate, the fees and **Finance Charge**, the new balance, and the minimum payment due. Every billing period you must pay at least the minimum payment by its due date. You may pay more than the minimum or pay the new balance in full, which may reduce or avoid the **Finance Charge**. The minimum payment will be 2.0% of your new balance, or \$10.00, whichever is greater, or your full new balance if it is less than \$10.00. We will apply your payment first to the **Finance Charge** then to your unpaid balance in the order transactions were posted to your Account. If a different **Annual Percentage Rate** applies to different balances, any payment above the minimum payment will be applied to the balance bearing the highest **Annual Percentage Rate**. A minimum payment is required for every billing period and any additional amount paid will reduce your balance but will not prepay any future minimum payment.

8. Default: You will be in default if (i) your violation of any requirement of these Regulations materially impairs the condition, value or protection of our right to any collateral securing your obligations under these Regulations or your ability to pay the obligations due under these Regulations; or (ii) you fail to make the minimum payment on or before the due date two times during any 12-month period. You will also be in default if your ability to repay us or the value or protection of our right in any collateral securing your obligations is materially impaired in the event you or your spouse die, change marital status, change marital domicile, or become the subject of bankruptcy or insolvency proceedings. If you are in default, we have the right to demand immediate payment of your full Account balance and commence legal action to recover collateral or reduce the claim to a judgment, if you do not cure your default within 15 days after we mail you a written default notice.

9. Security Interest: Each purchase and cash advance through your Account constitutes a transaction pursuant to an open-end credit plan in the State of Wisconsin. You agree that the Wisconsin Consumer Act applies to all these transactions even though you may use them for business purposes or you are a person not otherwise governed by the Act. To secure each transaction, you grant us a purchase-money security interest under the Uniform Commercial Code in any goods you purchase with it. If you default, we will have the right to recover any of these goods, which have not been paid for in full.

For purposes of determining the amount of the unpaid balance secured by our security interest, your payments will be deemed to have been applied first to payment of finance charges in order of their entry to the account and then to payment of the respective amounts financed in the order in which the entries were made and, for transactions made on the same day, the smallest shall be deemed the first paid. You are hereby granting us a security interest in all your funds in your present and future Landmark Credit Union deposit accounts, except IRAs and any other accounts exempted by state and federal law, to the full amount of your Card indebtedness with us. Should you default under the terms of these Regulations, we may, at our sole option, subject to any notice and right to cure required by Wis. Stat. Sec. 425.105, at any time thereafter, exercise our right of set-off and apply any portion of, or the entire amount of, such funds toward payment of the outstanding indebtedness, and/or, we may exercise our right to refuse to allow withdrawal from such accounts to the full extent of the delinquent amount, all of which is subject to the restrictions contained in Section

1026.13 (d) (1) of federal Reg. Z. If you give or have given us any other security interests for all your debts, your Account will also be secured by the property described in those security agreements (except your home and/or dwelling, home furnishings, appliances and clothing), including, if your balance exceeds \$1,000 and except as otherwise expressly excluded herein, any real property.

10. Credits: If plan members who honor your Card give you credit for returns or adjustments, they will do so by sending us a credit slip that we will post to your Account. We will apply those credits first to offset your current purchases, and then to your previous balance. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We will make a good faith attempt to return to you any credit balance that remains in your Account for more than six months.

11. Plan member Disputes: We are not responsible for refusal of any plan member or financial institution to honor your Card or Convenience Check. You must resolve directly with the plan member any disputes regarding goods or services you purchase with the Card, unless: (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50.00 and was made from a plan member in your state or within 100 miles of your home.

12. Foreign Transaction Fee: A transaction that takes place in a foreign country will be charged 1% of the US dollar amount whether the transaction was made in US dollars or was converted from a foreign currency. For transactions being converted from a foreign currency, Visa International will convert foreign currency to US dollars using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an account and decreased by one percent (1%) if the conversion is made in connection with a credit to the Account. The date of conversion by Visa may differ from the purchase date and the posting date identified in the monthly statement for your Account. You agree to pay charges and accept credit for the converted transaction amounts in accordance with the terms of this paragraph.

13. Unauthorized Use: You authorize us to pay from your Account all items reflecting credit purchases or cash advances made with the Card in spite of the absence of your signature on the draft or the

Secured Credit Card Disclosure



LANDMARK CREDIT UNION

5445 S. Westridge Drive, P.O. Box 510870
New Berlin, WI 53151-0870
(262) 796-4500, x6609

If your card is lost or stolen, notify us immediately by calling: 1-800-325-3678

Credit Card Rules, Regulations, and Disclosures

Keep This Notice for Future Use. These Regulations are effective as of July, 2014. In these Regulations, the words “you” and “your” mean each and all of those who applied for or received, or who signed and used, the Card. The term “Card” means your VISA® Secured Card issued by Landmark Credit Union and any duplicates or renewals we issue. “We,” “us” and “our” means Landmark Credit Union. “Account” means your Landmark Credit Union Secured VISA® Credit Card account.

1. **Responsibility:** If you apply for and receive a Card from us, you agree to these Regulations. You also agree to repay all debts and any **Finance Charges** or any other fees or charges arising from use of the Card and the Card Account. For example, you are responsible for any charges made by yourself and anyone else to whom you give the Card. This responsibility continues until you recover and return the Card to us. Except to the extent permitted by law, you

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 Statement.

If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write us as soon as possible. We must receive written notice from you no later than 60 days after the transaction date of the charge(s) in question. You can telephone us, but doing so will not preserve your rights. In your letter, provide the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error.
- If you need more information, describe the item not understood.

If you have authorized us to pay your bill automatically from your other accounts with us, 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 why we believe the bill was 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 responsible for the remaining balance of your bill that is 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 the questioned amount. If we

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to a maximum of \$5.00 per cash advance. The following fees will be billed to your first statement: Annual Fee of \$49, Account Set up fee of \$35, Participation fee of \$60 per year (billed at \$5.00 per month). These fees will reduce your available credit until they are paid. In addition, you certify that you have read, understand, and agree to the account fees, rates, costs, limitations, available credit and other terms listed.

16. **Termination:** If you are a resident of Wisconsin, our receipt of a written notice from your spouse terminating his or her liability for the Account will constitute an event of default if such termination materially impairs the condition, value or protection of our right to any collateral securing your obligations under these Regulations or your ability to pay the obligations due under these Regulations. You will remain responsible for all amounts charged to your Account both before and after receipt of such notice. Your privilege of using the Card and the Account shall expire on the date shown on the Card. You may terminate your Account relationship with us at any time by surrendering to us all your Cards and unused Convenience Checks, but you will remain liable to us for full payment of any balance on your Account. We may revoke your Card at any time without prior notification and without affecting your obligation to pay the Account balance.

17. **Change of Address:** We will send all Account statements and any other notices concerning this Account to your address as shown on our records. If you change your address, you must notify us of your new address within a reasonable time.

18. **Applicable State Laws:** The validity, construction, and enforcement of these Regulations and all matters arising out of the issuance and use of the Card shall be governed by the laws of Wisconsin.

19. **Joint Account:** You agree that all parties to your Account are authorized on your behalf to request Credit Limit increases, to agree to amendments or modifications to the Account, to enter into settlements or agreements with us regarding the Account, to request additional Cards, or to authorize others to transact business on the Account. You agree to be jointly and severally liable for all charges to the Account made or authorized by any other party to the Account, whether or not such charges caused the Account balance to exceed the Credit Limit.

lack of presentation of the Card. You may be liable for unauthorized use of your Secured VISA® Card. However, YOU WILL NOT BE LIABLE FOR UNAUTHORIZED USE THAT OCCURS AFTER YOU NOTIFY US OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR CARD (Customer Service, P.O. Box 31535, Tampa, FL 33631-3535; Secured VISA® Card Telephone for Customer Service and to list as Lost or Stolen please call 1-866-952-8199.) In addition, you will not be liable for unauthorized purchases with your Card if you have not been grossly negligent or fraudulent in handling or using your Account or your Card. If you do not meet these conditions, or if the unauthorized use was at an ATM, your liability will not exceed \$50.00.

14. **Effect of Regulations:** These Regulations are the contract that applies to all transactions on your Account even though the sales, cash advances, or credit slips you sign may contain different terms. We may amend these Regulations from time to time. If required by Section 422.415, Wis. Stats., we will provide written notice of an amendment 90 days prior to the date the amendment is effective. Your use of the Card or Convenience Check thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions. No delay or omission in exercising any rights granted to us hereunder shall impair such rights or be construed to be a waiver thereof. No waiver whatsoever shall be valid unless signed in writing by us and then only to the extent set forth therein.

15. **Fees and Charges:** (a) As permitted by Wisconsin Statutes, a \$25.00 late payment fee will be assessed against your Account if we do not receive your minimum payment on or before the due date set forth on your periodic statement. (b) You will be charged a lost Card replacement fee of \$10.00 for any lost Card which we must replace. To limit your personal liability, contact us immediately upon discovery of loss. (c) You will be provided one periodic statement per billing period and will be charged for each duplicate billing statement, draft, or machine receipt you request. Check our website, landmarkcu.com, or a fee schedule in any branch for the current fee. These fees will not be charged if the request is related to a billing error under the Fair Credit Billing Act. (d) There will be a \$30.00 charge for each check presented in payment that is returned unpaid. (e) There will be a cash advance fee not to exceed the greater of \$5.00 or 3% of the amount of the cash advance, up