

# TRUSTONE FINANCIAL VISA AGREEMENT & TRUTH-IN-LENDING DISCLOSURE



## TruStone Financial Federal Credit Union

### Please Retain For Personal Records.

This is your Credit Card Agreement and Truth-In-Lending disclosure. Please read and file with your records. This Agreement and disclosure, required by law, is designed to define the guidelines concerning your Account(s).

In this Agreement, “Agreement” means this Consumer Credit Card Agreement. “Disclosure” means the Credit Card Account Opening disclosure. The Account Opening Disclosure is included with this Consumer Credit Card Agreement and is part of the agreement. In this Agreement the words “you” and “your” mean each and all of those who apply for the Credit Card. “We,” “us,” and “ours” mean TruStone Financial, a federally chartered credit union with its main office in Plymouth, Minnesota. “Credit Card” and “Card” mean the Credit Card and any duplicates and renewals we issue. “Account” means your Credit Card Line of Credit Account with the credit union; and “Credit Union” means the Credit Union whose name appears on this Agreement. Line of Credit may also be called “Credit Limit” in this agreement and in your monthly Statement.

### By Keeping The Credit Card, Signing It, Using It, Or Permitting Another To Use It, You Agree To All The Terms And Condition Of This Agreement.



TRUSTONE™  
FINANCIAL

Grounded In Trust.

## 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 can not 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 amounts, while we are investigating, but you re still obligated to pay the parts of the 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 related to any questioned amount, 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 it 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 with in ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question on your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we reported to you 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 the bill is correct.

### Special Rule For Credit Card Purchases

If you have a problem with a quality or property or service that you purchase 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 service. There are two limitations on this right:

1. 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
2. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.

For more information, call our Contact Center at (763-) 544-1517 (800) 862-1998

designated account does not contain sufficient funds on the payment due date, you will be responsible for the payment and any returned items fees associated with the payment.

## 24. Governing Law

This Agreement and your Account shall be governed by Minnesota law and the laws of the United States.

## 25. Successors & Asigns

You agree TruStone Financial may at any time assign or transfer to another person your Account, your Account balance, on this Agreement. You will not assign or transfer any of your rights or duties under this Agreement. This Agreement is binding upon your heirs and legal representatives.

## 26. Copy Received

You acknowledge receipt of a copy of this Agreement.

## Notice To Married Wisconsin Residents

No provision of a marital property agreement, unilateral or court decree applying to marital property adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. You are married and this Account is being opened in the interest of your marriage or family.

## 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 to us on a separate sheet of paper at Cardholder Services, P.O. Box 3112, Tampa, FL 33631-3112. 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 at **(800) 654-7728**, but doing so will not preserve your rights.

In your letter give us the following information

- 1) Your name and Account number.
- 2) The dollar amount of the suspected error.
- 3) Describe the error and explain, if you can, why you believe 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 a savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

the payment due date, a late charge of up to \$20 will be assessed.

**Returned Payment Fee:** if you make a payment which is returned for any reason, your Account will be charged a fee up to \$25 for each returned item.

**Cardholder Services Pay-by-Phone Fee:** If you request a Visa payment with the assistance of our Telephone center staff, we will charge your account \$ 5 per payment.

**Replacement Card Fee:** if you ask us to replace a card, you agree to pay a fee of \$ 20 for each card. Replacement fee will be charged to your Account for the month during which the replacement was made.

**Statement Copy Fee:** if you request a copy of a statement, we will charge your Account \$5 per page.

**Sales Draft Copy Fee:** if you request a copy of a change slip, we will charge your account \$6 for each change slip.

**Special Delivery Service Fee:** Fee determined by delivery service requested.

## 22. Other Provisions

- A. No waiver.** We may choose to delay enforcing or waive any of our rights under this Agreement without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.
- B. Severability.** If any provision of this Agreement is unenforceable, all other provisions of this Agreement are still valid and enforceable.
- C. Entire Agreement.** This Agreement embodies the entire agreement and understanding between you and us and supersedes all agreements, statements and understandings, unless other expressly stated.
- D. Change in Terms of Your Account.** We can change any terms of your Account at any time. We will provide you with notice as required by law by mailing a notice to you at the latest address shown in our records. Any changes will apply to the current balance of your Account as well as future balances, to the extent permitted by law and we indicate in our notice. You may chose to accept or decline a change by keeping your Account open or by closing your Account within fifteen (15) days of the notice and repaying any outstanding balance according to the old terms. Your decision to keep your Account open after any change will constitute your agreement to the change. We may sell or otherwise transfer your Account and any amount owed by you to another creditor at any time. If we do, this Agreement will remain in effect.

## 23. Automatic Payment

If you have requested an automatic payment to be made from any financial institution, all payments due will automatically be deducted from your designated savings or checking account balance on the payment due date. If your

## 17. Cancellation

Any Card or other credit instrument issued to you is the property of TruStone Financial, and must be returned to us immediately upon demand or upon notice of cancellation or withdrawal of the Account.

You may cancel your Account at any time by notifying us in writing at the address on your monthly statement and cutting your Card(s) in half and returning all Cards and Convenience Checks issued on your Account. Even after your Account is closed, you remain responsible for paying any amounts you owe on the Account according to the terms of this Agreement. If this is a joint Account, either of you may request that this Account be closed and we will honor that request without us having any liability to either of you. We can suspend your Account privileges or cancel your Account at any time, with or without cause or notice. Your credit card privileges may be revoked due to negligence. Such termination by us does not affect your obligation to pay any amounts you owe on the Account according to the terms of this Agreement.

## 18. Skip Payment Option

At the option of TruStone Financial, a minimum payment may be waived during certain billing cycles. If such a waiver occurs, **FINANCE CHARGES** will continue to apply to the Account during the skip payment billing cycle. Beginning with the billing cycle following the skip payment, all provisions of the Agreement shall apply.

## 19. Plan Merchant Disputes & Credit Authorizations

We are not responsible for the refusal of any VISA plan merchant or financial institution to honor your Card or Convenience Check, or for goods or services you purchase or lease using your Account, except as required by law. Some purchases will require our prior authorization. We may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this should occur.

## 20. Security Interest

With respect to this Account only, we do not have a right of offset, and we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged TruStone Financial shares (deposits) below the unpaid balance of your Account. However, if you give or have given us a specific pledge on your TruStone Financial shares by signing a pledge of shares, or otherwise, or any other security interests for all your debts, your Account will also be secured by your pledged shares and by the property described in those security agreements, except any dwelling.

## 21. Fees

In addition to the periodic rate, the following additional fees may be imposed on your account.

**Late Fee:** If a payment is not paid in full on or before

## 1. Effect of Agreement

This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, or credit card slips you sign or receive may contain different terms.

## 2. Responsibility

If we issue a Card to you, you agree to repay all debts and the **FINANCE CHARGE** from the use of your Card and Account. You cannot transfer or assign your Account to another person. You agree that you will not authorize to permit any other person to use your Card. If another does use your Card with your permission, you are responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot avoid responsibility by notifying us, but we will close the Account as soon as possible for new transactions after you request and return all Cards. Your Visa credit card must not be used for any illegal transactions or for any unlawful purpose (for example, online gambling). You are responsible if your card is used for any illegal transaction. If this is a joint Account, each Account holder is both individually and jointly obligated for all payments due under this agreement. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment may direct you or another person to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, but if the person signs the Card, he or she becomes a party to this Agreement and is jointly responsible for all charges on the Account, including yours. You agree to notify us within ten (10) days of any change in your name, residence, or mailing address. If unauthorized withdrawals are made using your card or card number you may be required to file a police report and sign a Claim of Fraud or Forgery. You agree to cooperate in any investigation of unauthorized use.

## 3. Finance Charge

The **FINANCE CHARGE** on Cash Advances begin to accrue on the date you obtain the Cash Advance. **The FINANCE CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance during the billing cycle, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (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**.

The **FINANCE CHARGE** on credit purchases beings to accrue on the date of purchase. You can avoid incurring an additional **FINANCE CHARGE** appearing on your next statement if a) we receive your payment of the total balance due by the "Payment Due Date" shown on your current statement and b) there is no purchase in the current billing period. If there is a purchase in the current billing period a **FINANCE CHARGE** will appear on your next statement and payment of that **FINANCE CHARGE** can be avoided if

you pay the total balance due by the "Payment Due Date" shown on the statement. The **FINANCE CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of credit purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance of Credit Purchases any new Credit Purchases posted to your Account and subtracting any payment as received and credits as posted to your Account, but excluding any unpaid **FINANCE CHARGES**.

## 4. Monthly Statements & Payments

If you have a balance in excess of \$1.00, we will mail to you, on a date selected by us, a periodic monthly statement listing all amounts you owe us on this Account.

Every month you must pay, in United States dollars and drawn on a financial institution located in the United States, at least the Minimum Payment required within 25 days of your statement closing date as shown on your monthly statement. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and reduce the FINANCE CHARGE by doing so. The Minimum Payment will either be 1) 2% of your total New Balance or \$15 whichever is greater, or 2) your Total New Balance, if it is less than \$15, plus 3) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Limit, you must immediately pay the excess upon our demand. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, payments made in excess of the minimum payment, will be applied first to the balance with the highest interest rate, then successively to each lower interest rate until the excess payment amount is exhausted.

You will be responsible for all matters shown on each monthly statement unless you notify us in writing of any dispute within 60 days after statement date in the manner required by the notice entitled "Your Billing Rights-Keep This Notice For Future Use" included in this Agreement.

## 5. Default

You will be in default if you fail to make any Minimum Payment within 25 days after the monthly statement closing date. You will also be in default if 1) your ability to repay us is materially reduced by a change in your employment or financial standing or an increase in your obligation, 2) there are bankruptcy or insolvency proceeding involving you, 3) you die, 4) you make a misrepresentation in connection with your Account, 5) you default on any obligation to us, under this Agreement or otherwise, you fail to comply with the terms of this Agreement, 6) you cancel your membership with us, 7) you exceed your Credit Line or 8) there is an attachment, levy or garnishment against you or your property. We have the right to demand immediate payment of your full Account balance if you are in default. If permitted by law, you will also be required to pay our

collection expenses, including court costs and reasonable attorney's fees. If you are in default, we may close your Account and cancel all Cards issued on your Account without any notice to you.

## 6. Lost Card Notification

If you believe your Card has been lost or stolen or is being used without your permission, you will immediately call us at (800) 449-7728. You may follow up in writing to: Cardholder Service, P.O. Box 31112, Tampa, FL 33631-3112.

## 7. Liability For Unauthorized Use Under Federal Law

You may be liable for unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use unless you were grossly negligent in the handling of your account or card. In any case, your liability will not exceed \$50 .

## 8. Credit Line

If we approve your application, we will establish a Credit Line for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Credit Line or to use your Account for a purchase or advance if your total unpaid balance of purchases, advances, FINANCE CHARGES, and fees will exceed your Line of Credit. We will refuse to accept any transaction on your Account which would cause you to exceed your line of Credit. Each payment you make on the Account will restore your Credit Line by the amount of payment which is applied to the principal. You agree that we may change the Credit Line at any time, and we will notify you of any such change. We may, at our discretion, increase your Credit Line from time to time upon notifying you in writing of the increase. You may request an increase in your line of credit by calling or writing us.

## 9. Credit Information

At any time we may request, and you will give, credit, employment, financial and other information to us as we deem necessary to reevaluate your Account or credit worthiness. You authorize us to investigate your credit standing at any time, and you authorize us to. disclose information regarding your Account to credit bureaus and other creditors who ask us about your credit standing. We will take responsible steps to protect your rights under Federal and State law.

## 10. CU Rewards Program

If you are participating in a Visa Rewards Card program, we have provided you with a separate written disclosure stating additional Terms and conditions on your Rewards Card account, and that disclosure is made part of this agreement by this reference. A full set of Program Rules and Conditions are available on the CUREwards website at www.curewards.com.

## 11. Convenience Checks

We may; but are not required to, supply you with personalized Convenience Checks. 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 may return a Convenience Check unpaid if there is not enough available credit on your Account to pay it, if your Card or Convenience Checks have been reported lost or stolen, if this Agreement is canceled, or if the Convenience Check is post-dated. The amount of any Convenience Check we pay will be added to your Account. We will not have any liability for any Convenience Check that is returned pursuant to this Agreement. If you ask us to stop payment on a Convenience Check, you must tell us the exact amount of the check, check number, date of check, payee and full Account number of which it is drawn.

## 12. Balance Transfer Program

The Balance Transfer Program and the benefits from it shall apply only to your TruStone Financial Credit Card as it may be offered from time to time at our discretion. The Balance Transfer Program may not be used to make payments on any other TruStone Financial Credit Card Account. If you elect to transfer balances to your TruStone Financial Credit Card, the following shall apply:

We will transfer as much as possible without exceeding your credit limit. This may include transferring amounts that are a portion of your request.

Minimum Payments to Other Creditors: please allow four (4) weeks for balances to be transferred. You should continue paying your minimum monthly amount due on your other accounts until the payment appears as a credit on that account. We are not responsible for any late payments, finance charges, disputed amount or errors on your other accounts.

Billing Disputes: If you currently have any amounts in a billing dispute, we recommend they not be transferred because you may lose your billing dispute rights.

Exceeding Your Credit Line: This program only allows you to transfer balances within your available credit line.

Closing Accounts: Transferring balances may not automatically close your other accounts. To do so, please contact each company directly.

Payments: We may apply payments to amounts owed on your Account in the manner we deem appropriate, including but not limited to applying them to promotional balances such as balance transfers before applying them to purchases and cash advances.

No Grace Period: Balance transfers are processed as cash advances. Finance charges begin accruing from the transaction date.

## 13. Using the Card

You understand that the use of your credit card will

constitute acknowledgement of receipt and agreement to the terms of this Credit Card Agreement. To make a purchase or cash advance, there are two alternative procedures that you may follow. One is for you to present the Card to a participating VISA plan merchant, to us, or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) together with the Card at an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal, or financial institution at which transactions were made. Sales, cash advance, credit or other slips will not be returned with the monthly statement. You will keep the copy of the slips furnished at the time of the transaction in order to verify the monthly statement. There is a limitation of 15 transactions per day.

You should not reveal your PIN to anyone else. Do not write the PIN on the card.

You agree that you will not use your card for any transaction 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.

## 14. Returns and Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by issuing a credit slip which will be posted to your Account. If your credits and payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances to your Account. If this credit balance is \$1.00 or more, we will refund it per your written request.

## 15. Foreign Transactions

Purchases and cash advanced you make in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion to dollars will be made according to the operating regulations for international transactions established by VISA International, Inc. The conversion rate billed to you may differ from the published rate in effect on the day that you made the transaction or it was posted to your Account. You agree to pay us the amount as converted. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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.

## 16. Irregular Payments

We may accept late payments, partial, and payments marked "Payment in Full" or similar language without waiving or losing any right to demand payment as set forth in this Agreement.