

## DuPage Credit Union Visa® Credit Builder Secured Truth-In-Lending Terms and Conditions

In this Agreement the words you and your mean each and all of those who sign or use the issued Visa Card. Card means a Visa Credit Card and any duplicates and renewals the Credit Union issues. Account means your Visa Credit Card line of credit account with the Credit Union. Credit Union, we, us, and our means the Credit Union whose name appears in this Agreement.

**1. Using the Account/Credit Limit:** You are approved for a Visa account. Signing and using your DuPage Credit Union Visa Card signifies acceptance of the following terms and conditions. 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 by making a request to the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

**2. Responsibility:** You agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. 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 disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. If either party closes the account, the credit card(s) must be surrendered to the Credit Union. Should unauthorized use occur after the account is closed, the card will be picked up by a merchant, and you will be responsible for each \$50 card recovery fee. Your obligation to pay the account balance 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 responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that 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.

**3. Liability For Unauthorized Use/Lost Card Notification:** You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. If your credit card is lost or stolen, you must notify us in writing at the address below or phone us. For stolen cards, include a copy of the police report. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Credit Card. This additional limit on liability does not apply on ATM transactions using your PIN that are not processed by Visa, or to commercial cards.

DuPage Credit Union  
ATTN: Card Sales  
P.O. Box 3930, Naperville, Illinois 60567-3930  
Telephone Number 800.323.2611

**4. 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 2% of the Total New Balance but not less than \$25.00, 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. The Credit Union may apply your payments to what you owe in any manner the Credit Union chooses. We will apply payments paid in excess of the minimum payment due first to the balance

ing, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, 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 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 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 statement. And, we must tell you the name of anyone we reported you to. 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 statement was correct.

**SPECIAL RULE 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, or if we mailed you the advertisement for the property or services.

**USA PATRIOT ACT.** Pursuant to requirements of law, including the USA Patriot Act, DuPage Credit Union is obtaining information and will take necessary actions to verify your identity. Pursuant to the FACT Act address changes will only be accepted via in person and by mail with proper Credit Union verification.

State laws require the following notices: **California Residents:** Regardless of your marital status, you may apply for credit in your name only. **New York Residents:** May contact the New York State Banking Department at 800.518.8866 to obtain a comparative listing of Credit Card rates, fees and grace periods. **Ohio Residents:** Ohio anti-discrimination laws require creditors to 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 these laws. **Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

You acknowledge that you have received a copy of this Agreement that contains the Credit Union's terms and conditions by signing or using the issued card(s).

Information about the costs of the Credit Card Account described in this disclosure is accurate as of December 1, 2012. This information may have changed after this date. To find out what may have changed, please write to us at DuPage Credit Union P.O. Box 3930, Naperville, Illinois 60567-3930.



REV 12/12

**13. 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 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 charges 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. Failure to surrender your cards will result in a card recovery fee of \$50 each, should you attempt to use the cards.

**14. Copies of Documentation:** You will be charged a fee for each copy of a draft or monthly statement that you request from us. The fee will be handled by the Credit Union as an adjustment to the account balance, not as a purchase and may not be charged a Finance Charge.

**15. Effect of Agreement/Waiver:** 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. The Credit Union can delay enforcing any of its rights any number of times without losing them.

**16. Statements and Notices:** You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. 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.

**17. Illegal Transactions:** You will not use your DuPage Credit Union Visa Credit Card for any illegal transaction.

**18. Internet Gambling:** You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transaction through the Internet. Also, you agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

**19. 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.

Any dispute or errors need to be put in writing and sent to: DuPage Credit Union, ATTN: Card Sales, P.O. Box 3930, Naperville, IL 60567. We must hear from you no later than 60 days after we sent you the first statement 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.

### 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 statement 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 send statements to 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 investigat-

bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.

**5. Finance Charges:** In order to avoid a finance charge on Purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. Otherwise, finance charges on purchases are calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. To get each “average daily balance”, we take the beginning balance each day, add any new purchases (if calculating the “average daily balance” for purchases), and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

**6. Other Fees and Charges:** Other fees and charges that will be added are as shown in the table to the right.

**Visa® Credit Builder Secured**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>24.88%</b>
<b>APR for Balance Transfers</b>	Balance Transfers are not available with this card.
<b>APR for Cash Advances</b>	Cash Advances are not available with this card.
<b>Penalty APR and When it Applies</b>	A Penalty APR will not be charged.
<b>How to Avoid Paying Interest on Purchases</b>	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.
<b>Minimum Interest Charge</b>	There is no minimum interest charge.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
▪ Foreign Transaction	1% of each transaction in US Dollars
<b>Penalty Fees</b>	
▪ Late Payment	<b>Up to \$25</b>
▪ Over-the-Credit-Limit	None
▪ Returned Payment	<b>Up to \$25</b>
<b>Other Fees</b>	
▪ Expedited Card Delivery	<b>\$30</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” The fee if you need to replace this card is \$10.

**7. Security Interest:** If you give the Credit Union a specific pledge of savings by signing a separate pledge of savings for this account, your account will be secured by your pledged savings. To secure your account you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods that have not been paid for through our application of your payments in the manner described above. Collateral securing other loans with us may also secure this account.

**8. Default:** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. 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 any 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 of your full account balance without notice. If immediate payment is demanded, you will continue to pay finance charges and fees until what you owe has been paid, and any savings that were given as security will be applied towards what you owe. We may enter into a contingent or hourly fee arrangement with an attorney and/or collection agency to collect the amounts you owe us and you agree that such arrangement is reasonable. This provision also applies to bankruptcy, appeals or post-judgment proceedings. You promise to pay all costs of collecting the amount you owe if your Visa account is in default. These costs will include reasonable attorney fees, court costs and/or collection agency fees and all other costs permitted under state law and regulation. If your account is charged off, all balances will revert to the highest APR on the account.

**9. 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 credit cards.

**10. Returns and Adjustments:** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. 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 if it is \$1 or more, refund it on your written request or automatically after 6 months.

**11. Merchant 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.

**12. Foreign Transactions:** Purchases made in foreign countries and foreign currencies will be billed to you in U.S. dollars. Effective immediately, the exchange rate for transactions in a foreign currency will be either a government-mandated exchange rate, or a wholesale exchange rate selected by Visa/MasterCard, and that the government-mandated exchange rate, or a wholesale exchange rate Visa/MasterCard uses for a particular transaction is the rate Visa/MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the account. Cardholders will agree to pay the converted amount plus a fee up to 1%. Effective April 4, 2008, Visa will assess a .80% International Service Assessment (ISA) Fee on all single currency conversions. This fee will be applied to all purchases that are initiated with merchants processing in U.S. currency but located outside of the U.S.