NOTICE TO NEW YORK RESIDENTS: In connection with your application for credit, we may request a consumer report. If you make a request for a copy of your report, it will be provided by mail at no cost to you within 60 days of our receipt of your request. The address of the consumer reporting agency that provided the report. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-518-8866.

NOTICE TO OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors 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 compliance with these laws.

NOTICE TO MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.69, Wis. Stats., or a divorce decree affects the interest of the creditor unless, prior to the time the credit is granted, furnishes 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 your name and the name and address of the consumer reporting agency that provided the report. You are married and this account is being opened in your name and the name and address of the consumer reporting agency that provided the report. Wisconsin residents may contact the Wisconsin Department of Financial Institutions to obtain a comparative listing of credit card rates, fees and grace periods. Wisconsin Department of Financial Institutions: 608-264-9606.

NOTICE TO CALIFORNIA RESIDENTS: If you are married, you may apply for credit in your own name. Under California law, our rights to recover credit extended to you for credit purchases is subject to any defenses that you may have against the seller. (1) the purchase price of the item in question exceeded $50, (2) the purchase was made in California, (3) you made a written demand on the seller and the matter was settled, and (4) you have actual knowledge of the adverse provision when the obligation to the creditor is incurred. You are married and this account is being opened in your interest in the marriage for family living expenses.

NOTICE TO CALIFORNIA RESIDENTS: For purposes of the California Financial Code, the term “business day” means the calendar day between the hours of 7:00 a.m. and 9:00 p.m. (Pacific Standard Time). In accordance with California law, if you request a copy of your credit report, you are entitled to one free copy of your credit report from each of the three national consumer reporting agencies. In addition, you are entitled to an additional free copy of your credit report if you are denied credit based on your credit report. You may order your free copy of your credit report by contacting one of the three national consumer reporting agencies. Your credit report will be provided to you at no cost. If you are denied credit based on your credit report, you are entitled to one free copy of your credit report from each of the three national consumer reporting agencies. In addition, you are entitled to an additional free copy of your credit report if you are denied credit based on your credit report. You may order your free copy of your credit report by contacting one of the three national consumer reporting agencies. Your credit report will be provided to you at no cost.
3. Finance Charges. You can avoid the finance charge (interest on purchases) by paying the full amount of the New Balance of Purchases 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, however, are not subject to Finance Charge, and it may have the effect of increasing your Minimum Payment Due.

4. Other Charges. The following charges, when applicable, may be charged to your Credit Account Card: Cash Advance, either $10 or 2% of the amount of each Cash Advance, whichever is greater; Returned Payment fee up to $27; Replacement fee for lost card, $10; Late Payment fee up to $27; Statement Copy fee, $2; and Copy Of Charge Slip, $2. A fee may be assessed for an unsuccessful transaction or balance inquiry at an ATM or by a national, regional, or local network used to complete a transaction.

5. Monthly Statement and Payments. If you have a balance in excess of $1,000, we will mail to you, on or before the 25th of each month, a periodic monthly statement listing all amounts you owe on this account. You agree to examine the statement and to acknowledge receipt of any charge or item which you believe is an error or subject to dispute. If you do not notify us within 60 days of the billing date of such inaccuracies, the statement will be considered by us to be accepted by you as correct. Every month you must pay, in United States dollars, at least the Minimum Payment required within 25 days of your statement closing date as shown on the periodic statement. The periodic statement will be used to pay more than the Minimum Payment, or pay the Total New Balance in full, and to apply the finance charge by doing so. The Minimum Payment will either be:

a) two percent (2%) of your total New Balance or $25.00, whichever is greater,

b) the Total New Balance, if it is less than $25.00 and,

c) any portion of the Minimum Payment(s) shown on prior statement(s) that remains unpaid.

In addition, if at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess amount on demand. We will apply your payments to balances up to the Minimum Payment Due and in the following order:

a) Interest and/or Finance Charges

b) all balances will be paid in ascending annual percentage rate order.

c) all cycle-to-cycle balances will be paid in ascending annual percentage rate order.

Payments made in excess of the Minimum Payment Due will be applied in this order:

a) all balances including cycle-to-date transactions will be paid in descending annual percentage rate order.

b) any balances with the same annual percentage rate will be paid down from oldest to newest transaction.

For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly account statement or the day we receive your electronic or phone payment. If you mail your payment without a payment coupon or to an incorrect address, we may reject your payment and charge you interest and fees. If you request to change your payment address, you may receive a new payment coupon with a new payment date. Any changes in your address will not affect your rights under this Agreement.

6. Default. You will be in default if you fail to make any Minimum Payment Due within 25 days after the monthly statement closing date. You will also be in default if you:

a) upon an adverse reevaluation of your creditworthiness,

b) if there are bankruptcy or insolvency proceedings involving you,

c) if you die,

d) if you make a misrepresentation in connection with your Account,

e) if you default on any obligation to us, under this Agreement,

f) if you cancel your membership or fail to keep the $5 minimum membership share on deposit with us, or

g) if you default on any obligation to us, under this Agreement.

We have the right to demand immediate payment of your full Account balance if you are in default. If you are in default, we may close the Card and all privileges granted to you in connection with the Account or require you also be required to pay our collection expenses, including court costs and reasonable attorney’s fees.

7. Lost Card Notification. If you believe your Card has been lost or stolen, you will immediately call the Credit Card Lost/Stolen number (800) 999-7728. Address all written correspondence to Payment Systems, Wings Financial Credit Union, 19985 Glazier Avenue, Apple Valley, MN 55124.

8. Liability for Unauthorized Use Under Federal Law. Any Card or other credit instrument issued to you is the property of Wings Financial Credit Union and must be surrendered immediately upon demand or upon notice of cancellation or withdrawal of the Card.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, we will have no responsibility for the unauthorized use, but your liability will be limited to the amount on the statement that we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long term hospital stay) keep you from telling us, we will extend the time period.

Business or organization accounts in which ten or more cards have been issued to employees or associates are not subject to the limitations on liability.

9. Credit Line. You agree not to let the account balance exceed the approved Line of Credit. Each payment you make on the Account will restore your Line of Credit by the amount of payment which is applied to the principal. You may request an increase in your Line of Credit, which must be approved by us, by calling or writing us. We may, at our discretion, increase your Line of Credit when you meet certain criteria, at our discretion. On or after the sixty-fifth (65th) day, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long term hospital stay) keep you from telling us, we will extend the time period.

We are not responsible for the refusal of any Plan Merchant or financial institution to honor your card.

10. Credit Information. At any time we may request, and you will give, information you deem necessary to determine your Account or creditworthiness. You authorize us to investigate your credit standing at any time, and you authorize us to disclose information regarding your Account to persons involved in making credit decisions in connection with your Account.

11. Using the Card. To make a purchase or cash advance, there are two acceptable ways to use your Card:

a) You may present your Card to a participating plan merchant, to us, or to another financial institution, and sign the check or cash advance draft which will be impressed with your Card. The other party will complete the transaction by using your Personal Identification Number (PIN) together with the Card in the Card Reader, and/oroller Machine or other type of electronic terminal that provides access to the Credit Card 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 copies of the slips furnished at the time of the transaction in order to verify the monthly statement. There is a limitation of 20 transactions per day. Your Card may not be used to make payments on any other Wings card or loan, this includes charge-off, repossession, default, and collections. Payments except what you owe us, will use this credit balance against future purchases and cash advances to your Account. If this credit balance is zero, we will refund it per your written request.

12. 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 or deposit, which you may use to purchase additional items or pay cash advances. If you do not notify us within sixty (60) days after the date of the transaction or the posting date, the transaction will be considered final. If you do not notify us within sixty (60) days after the date of the transaction or the posting date, the transaction will be considered final. We are not responsible for the refusal of any Plan Merchant or financial institution to honor your card.

13. Foreign Transactions. Purchases and cash advances you make in 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. Currently, those regulations provide that the currency conversion rate to be used is the wholesale market rate or a government mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate we use may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase or advance occurred. We do not determine the currency conversion rate which is used and we do not receive any portion of the currency conversion rate.

14. Irregular Payments. We may accept late payments, partial payments, and checks which are incomplete or returned checks or returned checks for cause and disregard such statements (or accompanying) without waiving or losing any right to demand payment and or interest ability.

15. Termination. You may terminate this Agreement at any time without reason by notifying us in writing. Upon termination, you will return your cards, which you will have cut in half. Your obligations under this Agreement shall continue until the balance due on the Account is paid.

16. Skip Payment Option. At the option of Wings 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 waiver, payments will be required as provided in this Agreement shall apply.

17. Refusal to Honor. We are not responsible for the refusal of any Plan Merchant or financial institution to honor your card.

18. Governing Law. This Agreement and your account shall be governed by the laws of the State of Minnesota, except as otherwise provided in this Agreement.

19. Successors and Assigns. You agree that Wings Financial may at any time assign or transfer to another person your Account, your Account on this Agreement, you will not assign or transfer any of your rights or obligations under this Agreement. This Agreement is binding upon your heirs and legal representatives.

20. Other Provisions. If any part of this Agreement is not valid, all provisions not directly affected by such invalid provisions shall remain in full force and effect.

21. Automatic Payment Option. If you have requested the Automatic Payment option, all Payments due will automatically be deducted from your designated checking or savings account and debited to your account balance any day within four business days after the payment due date. A fee of up to $27 may be assessed to your credit card if there are insufficient funds to make your payment.