safe to do so. Do not key in your PIN if someone is looking. Be sure you take your card and receipt when you are done. Put your money away quickly and leave the site.

28. Legal Use of Account. Cards issued may be used for any transaction not prohibited by law. You agree that illegal use of the card will be deemed as an act of default and/or breach of contract and the card may be terminated at the credit union’s discretion. You further agree, should illegal use occur, to waive the right to sue the credit union for such illegal activity directly or indirectly related to it and hold the credit union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

NOTICE TO NEW YORK RESIDENTS: In connection with your application for credit, we may request a consumer report. If you make a request, we will advise you whether such a report was ordered and the name and 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 terms. New York State Banking Department: 1-800-518-8846.

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 this law.

NOTICE TO MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.59, Wis. Stats. or a court decree under Sec. 766.70, Wis. Stats., 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 or decree and that creditor 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 marital property or jointly.

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 card purchases is subject to any defenses that you have against the seller or against the credit card issuer if you have notified the seller in writing of your dispute prior to any change in the amount of the charge on your account. In addition, you may make a claim against the seller for any violation by the seller of the California Consumer Protection Act. If we find that we made a mistake on your bill, you will not have to pay any finance charge related to the questioned amount. If we did not make a mistake, you may have to pay the disputed amount and, if we do not correct the error, you will have to make any disputed 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 on your account. If your account is 90 days past due or more than 30 days past due, we may report the delinquency to credit reporting agencies. This will result in adverse credit information on your credit report. Your rights are limited to those circumstances outlined in California Civil Code Section 17938. Purchases with cash or check are not included in this section even though you used your credit card to validate your credit. We cannot penalize you by either giving out unfavorable credit information about you or canceling or refusing to renew your credit card solely because you did not maintain a retained relief under the remedies you have for correcting billing errors.
Security Interest Specific For Credit Cards. You acknowledge and pledge, specifically as a condition of your use of the Card, that you have voluntarily signed and agreed to the security interest in all of your individual and joint share accounts you have with us and in the future with us. If your Card becomes delinquent, this security interest may apply to all of your checking, savings, and/or any other account of all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

You agree to pledge a security interest in the collateral securing loans that you have with us now and in the future and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the Card. The Security Interest secures payment of all credit card indebtedness, including all future advances, and gives Wings Financial the right to deduct all or part of the credit card balance due at any time, and you authorize us to disclose information regarding your creditworthiness. You authorize us to investigate your credit standing at any time, and you authorize us to accept the Bureau for the purpose of obtaining your credit report. The credit report may include information from other consumer reporting agencies.

4. Other Charges. The following charges, when applicable, may be collected by your Credit Card Account: Cash advance, either $10 or 2% of the amount of each Cash advance, whichever is greater; Returned Payment fee, $35; false information or financial statement fee up to $27; Statement Copy fee; $2; and Copy Of Charge Slip, $2. A fee may be imposed for a transaction or balance inquiry at an ATM by an ATM operator 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 $1,00, we will mail to you, on a date selected by us, a periodic monthly statement, which will include all of the balances in descending annual percentage rate order. We will apply your payments to the balances in the following order: balances in descending annual percentage rate order. If you do not make your payment within 25 days of your statement closing date as shown on your monthly statement. You may, of course, pay more frequently, pay the total Minimum Payment in full, and the Minimum Payment, plus: a) any portion of the Monthly Payment(s) shown on prior statement(s) which remains unpaid.

In addition, if at any time your Total New Balance exceeds your Total Old Balance, we will charge interest on the amount of the increase in your Total New Balance, if it is less than $10.00, and/or c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid.

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 do not mail or e-mail your payment to us before the end of the billing cycle, you will be charged interest on the total by the number of days in the billing cycle. This gives us the average daily balance.

The following applies to variable rate Visa Platinum cards only:

You can avoid the finance charge (interest on purchases) by paying the full amount of the New Balance of Purchases (and cash advances, if any) within 25 days of the statement closing date as shown on your monthly statement. You agree to pledge a security interest in the collateral securing loans that you have with us now and in the future and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the Card. The Security Interest secures payment of all credit card indebtedness, including all future advances, and gives Wings Financial the right to deduct all or part of the credit card balance due at any time, and you authorize us to disclose information regarding your creditworthiness. You authorize us to investigate your credit standing at any time, and you authorize us to accept the Bureau for the purpose of obtaining your credit report. The credit report may include information from other consumer reporting agencies.