



## CREDIT CARD AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE

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, states the terms and conditions governing your account(s).

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 Wings Financial Credit Union, located with its main office in Minnesota. “Card” means the Credit Card and any duplicates and renewals we issue. “Account” means your Credit Card Line-of-Credit account with us.

### BY KEEPING THE CREDIT CARD, SIGNING IT, USING IT, OR PERMITTING ANOTHER TO USE IT, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**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 slips you sign or receive may contain different terms. Subject to applicable law, we may amend this Agreement including, but not limited to, changing the rate or method of determining the finance charge, by sending you the advance written notice as required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balances as well as to future transactions.

**2. Responsibility: Joint Account.** If we issue a Card to you, you agree to repay all debts and the finance charge from the use of your Card and the Account. For example, you are responsible for charges made by you, your spouse, and minor children. You cannot transfer or assign your account to another person. 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 obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are 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. Any person who signs the Card becomes a party to this Agreement and is jointly responsible for all charges on the Account, including yours.

### CONSENT TO CONTACT

You agree that we may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which may result in charge to you. You agree that we may contact you in order to service your account, prevent fraud, collect any amounts owed to us, and for informational and telemarketing purposes as permitted by law. You further agree that methods of contact may include the use of pre-recorded or artificial voice messages and/or the use of an automatic dialing system. You understand that you are not required to agree to this provision of the Agreement and Disclosure as a condition of purchasing any property, goods, or services. You represent and agree that you are and will be the wireless telephone number subscriber with respect to each wireless telephone number provided by you to us.

### EFFECTIVE AS OF OCTOBER 3, 2017 IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time your credit card account is established you are a member of the military or a dependent (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations), and terminates when military service ends.

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-692-2274 during our normal business hours: 7:00 am to 7:00 pm Monday-Friday and 9:00 am to 1:00 pm Saturday.
- This card will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically agree to establish an account in connection with this card (“Secured Account”). Only funds deposited into the Secured Account after the card is approved will secure this card. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act. However, with regard to this card, we still reserve our statutory lien rights and any resulting rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations. Any contract terms in your credit, security, or membership agreements that contradict the above with regard to this card are hereby deleted.

### 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 wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet of paper at Customer Service, P.O. Box 31112, 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 1-800-692-2274, 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.

If you have authorized us to pay your credit card automatically from your savings or checking account, 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 statement was correct.

After we receive your letter, we cannot try to collect any amount you question or report as delinquent. We can continue to bill you for the amount you question, including the finance charge, 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 still obligated to pay the parts of your 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 charge related to the questioned amount. If we didn't make a mistake, you may have to pay the finance charge, 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 in default. 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 that we report you to that you have a question on your bill. And we must also tell anyone we report you to that the matter has been settled between us when it is finally settled.

**Special rule for credit card purchases.** If you have a problem with the quality of goods or services that you purchase with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

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.

**25. Legal Use of Account.** Cards issued may be used for any transaction permitted by law. You agree that illegal use of the card will be deemed as an action 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 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 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, 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.

**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 if: (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 retailer and made a good faith attempt to get satisfaction of your complaint; (4) you notify us in writing of the name of the seller, the date of purchase, the price paid, the goods or services purchased, the nature of your defense, and the acts which you took to obtain satisfaction from the seller. The amount to which the defense applies is limited to the amount outstanding on the purchase as well as late charges and Finance Charges at the time the written demand is received by you. This remedy is the only one you have against us. Your rights are limited to those circumstances outlined in California Civil Code Section 1747.90. 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 obtained 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 granted us a security interest in all of your individual and joint share accounts you have now and in the future with us. If your Card becomes delinquent, this security interest may be used without further notice to pay 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 debt due if payment is not timely made.**

**If you do not agree to the Security Interest pledge, please cut up the enclosed card(s) and return to: Payment Systems, Wings Financial Credit Union, 14985 Glazier Avenue, Apple Valley, MN 55124.**

**3. Finance Charges.** You can avoid paying the finance charge (interest on purchases) by paying the total amount of the New Balance on Purchases, in full, each month on or before the Payment Due 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 and Balance Transfers are always subject to a finance charge from the date they are posted to your Account. The finance charge will be applied to the average daily principal balances of purchases and cash advances of your Account. We figure the finance charge on your Account by applying the periodic rate to the “average daily balance” of your Account (including current transactions). To get the “average daily balance,” we take the beginning balance of your Account each day, add any new purchases, cash advances, and subtract any payment or credits and unpaid finance charges and fees. 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.”

The following applies to variable rate Visa Platinum cards only:

- The rate may be changed monthly by Wings Financial.
- Any change to your account will not apply until the first day of your next billing cycle that begins after a rate change date.
- The Annual Percentage Rate will be determined monthly by adding a margin to an Index value. The Index value is the Prime Interest Rate published in the Wall Street Journal “Money Rates” table on the last business day of the month (or next business day if the last day falls on a weekend or holiday).
- An increase in the “Index” will result in an increase in the FINANCE CHARGE, and it may have the effect of increasing your Minimum Payment. A decrease in the “Index” will have the opposite effect of an increase. The maximum ANNUAL PERCENTAGE RATE a Visa Platinum will increase to is 18.00%.

**4. Other Charges.** The following charges, when applicable, may be charged to your Credit Card Account: 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 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 listing all amounts you owe on this account. You agree to examine the statement upon receipt and immediately notify us 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 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:

- two percent (2%) of your total New Balance or \$10.00, whichever is greater, or
- your Total New Balance, if it is less than \$10.00, and/or
- any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid.

In addition, if at any time your Total New Balance exceeds your Credit Limit, you must immediately pay the excess upon our demand. We will apply your payments up to the Minimum Payment Due to interest and fees and then balances in ascending annual percentage rate order. We will apply payments made in excess of the Minimum Payment Due to balances in descending annual percentage rate order.

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, it may result in a delayed credit to your account, additional Interest charges and/or fees. 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 the statement date in the manner required by the notice entitled “Your Billing Rights – Keep This Notice For Future Use” included in this Agreement.

**6. 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:

- upon an adverse reevaluation of your creditworthiness,
- if there are bankruptcy or insolvency proceedings involving you,
- if you die,
- if you make a misrepresentation in connection with your Account,
- if you default on any obligation to us, under this Agreement,
- if you cancel your membership or fail to keep the \$5 minimum membership share on deposit with us, or
- if you exceed your Line-of-Credit.

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/or terminate the limit. If permitted by law, you will 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 at (800) 449-7728. Address all written correspondence to Payment Systems, Wings Financial Credit Union, 14985 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 returned to us 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, you may not get back any money you lost after the sixty (60) days 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 trip or hospital stay) kept 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 from time to time upon notifying you in writing of the increase. By giving you written notice, we may reduce your Line-of-Credit at any time. We may also, with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our decision that you are no longer a good credit risk. Such termination by us does not affect your obligation to pay us the Account balance. “Line-of-Credit” may also be called “Credit Limit” in this Agreement and in your monthly statement.

**10. Credit Information.** At any time we may request, and you will give, information to us as we deem necessary to reevaluate 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 credit bureaus and other creditors who ask us about your credit standing. We will take reasonable steps to protect your rights under Federal and State law.

**11. Using the Card.** 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 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 in an Automated Teller 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 copy 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 balance transfers and cash advances.

**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 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.

**13. Foreign Transactions.** Purchases and cash advances you make in foreign countries’ 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 either a 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 used 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 marked “Payment in Full” and disregard such statements (or accompanying) without waiving or losing any right to demand payment as set forth in this Agreement.

**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, and any subsequent amendments made to it, will 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 skip payment, all provisions of the 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 Minnesota law and the laws of the United States.

**19. Successors and Assigns.** You agree that Wings 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.

**20. Other Provisions.** If any part of this Agreement is not valid, all other parts will remain enforceable.

**21. Automatic Payment Option.** If you have requested the Automatic Payment option, all Payments due will automatically be deducted from your designated share savings or checking 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.

**22. Copy Received.** You acknowledge receipt of a copy of this Agreement.

**23. Platinum Authorized.** By accepting this Agreement, you authorize any of our offices to sign on your behalf a copy of this Agreement, as amended or supplemented from time to time, if your signature on a copy of this Agreement is required by law.

**24. ATM Security.** Do not write your PIN on your card or keep your PIN in your purse or wallet or anywhere else where someone might find it and associate it with your card. Do not use an ATM machine unless it appears