

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



Your Neighborhood Credit Union

Effective January 1, 2021

**M-132817**

**TruStone Financial Credit Union  
Business Platinum Visa Credit Cards.  
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 Credit Card Agreement. "Disclosure" means the Credit Card Account Opening disclosure. The Account Opening Disclosure is included with this 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 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 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 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 or Card number with your permission, you are responsible for charges made by anyone else to whom you give the Card or Card number to, 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. 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.

## 3. Authorized Users

An Authorized User is any person who you authorize to use this Account but who is not a party to the Agreement. You may authorize us to issue a Card(s) to one or more Authorized Users and you agree to recover and surrender to us that Card(s) upon termination of the Agreement or at our request. You agree that you are, and will continue to be, responsible for all debts, fees, charges, costs and other amounts (collectively "debts") resulting from any action of any Authorized User, including but not limited to purchases, cash advances, research requests, requests for statement copies, etc. You agree that you are responsible for any debts incurred through actions of the Authorized User even if those debts are in excess of your Credit Limit. Your obligations for new debts incurred by or through the Authorized User do not cease until we receive notification from you, in a form that is acceptable to us, that said Authorized User is no longer authorized to use this Account and we have had sufficient time to stop him/her from using the Account. You agree that we may accept instructions,

with regard to this Account, from Authorized User as if the instructions were coming from you.

## 4. Finance Charge

### Cash Advances

The **FINANCE CHARGE** on cash advances begins to accrue 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**.

### Credit Purchases

The **FINANCE CHARGE** on credit purchases begins 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**.

## 5. 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.

## 6. Default

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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 proceedings 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 Limit 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.

## 7. 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 800.862.1998. You may follow up in writing to:

TruStone Financial  
P.O. Box 1260  
Minneapolis, MN 55440-1260

## 8. Liability For Unauthorized Use

If you notice the loss or theft of your Credit Card or a possible unauthorized use of your Card you should write to us immediately at: TruStone Financial PO Box 1260 Minneapolis, MN 55440-1260 or call us at (800) 862.1998. 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. If unauthorized withdrawals are made using your Card or Card number you may be required to sign a Claim of Fraud or Forgery form. You agree to cooperate in any investigation of unauthorized use.

## 9. Credit Limit

You agree not to let the Account balance exceed this approved Credit Limit 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 Limit by the amount of payment which is applied to the principal. You agree that we may change the Credit Limit at any time, and we will notify you of any such change. We may, at our discretion, increase your Credit Limit 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.

## 10. 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.

## 11. Illegal Transactions

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, or for any unlawful purpose (for example, online gambling) you will be responsible for all amounts and charges incurred in connection with the transaction.

## 12. 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.

## 13. 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.

## 14. Using the Card

You understand that the use of your Credit Card will constitute acknowledgment 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.

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## 15. 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 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. Credit refunds will reduce your balance owed.

## 16. Foreign Transactions

Purchases and cash advances 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.

## 17. 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.

## 18. 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.

## 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

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your Credit Card Account. You may withdraw these shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid Credit Card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

## 21. Fees

Please refer to the TruStone Financial Fee Schedule for applicable fees.

## 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 otherwise expressly stated.

**D. Change in Terms of Your Account.** We can change any terms of your Account at any time. When required by law, we will provide you with advanced notice of changes. 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 choose to accept a change by keeping your Account open or decline certain changes by closing your Account prior to the effective date of the change 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 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 the state laws in which your account resides and the laws of the United States.

## 25. Successors & Assigns

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.

## 27. 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.

## 28. Your Billing Rights: Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

## What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

- TruStone Financial, PO Box 1260 Minneapolis, MN 55440-1260.

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In your letter give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us at (800) 862.1998, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

## What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we find that we made a mistake:** You will not have to pay the amount in question, or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date that payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Credit Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

- TruStone Financial, PO Box 1260 Minneapolis, MN 55440-1260

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you own an amount and you do not pay, we may report you as delinquent.