

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



Your Neighborhood Credit Union

Effective January 1, 2021

**M-132814**

## TruStone Financial Credit Union

### Please Retain For Personal Records.

This is your Signature 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 Consumer Signature Card Agreement. "Disclosure" means the Signature Card Account Opening disclosure. The Account Opening Disclosure is included with this Consumer Signature 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 Signature Card. "We," "us", and "ours" mean TruStone Financial, a credit union with its main office in Plymouth, Minnesota. "Signature Card" and "Card" mean the Signature Card and any duplicates and renewals we issue. "Account" means your Signature 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. Using the Card

You understand that the use of your Credit Card will constitute acknowledgement 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. You may also use your Visa Account for online and phone advances. Online advances may be completed through Online Banking. Phone advances may be completed by calling Telexpress. 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.

#### 4. Finance Charge

##### Cash Advances

The **FINANCE CHARGE** on cash advances begins to accrue on 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 received or credits as posted to your Account, but excluding any unpaid **FINANCE CHARGES**.

##### Credit Purchases

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 received or 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 and 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.

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.

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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

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

## 8. 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.

## 9. 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.

## 10. CU Rewards Program

If you are participating in a Visa Rewards Card program, we have provided you with a separate written disclosure stating additional Terms and Conditions on your Rewards Card program, and that disclosure is made part of this Agreement by this reference. A full set of Program Rules and Conditions are available on the CUREwards website at [www.curewards.com](http://www.curewards.com).

## 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. 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.

## 13. 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.

## 14. 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.

## 15. Skip Payment Option

At the option of TruStone 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.

## 16. Merchant 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.

## 17. 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

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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.

## 18. Fees

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

## 19. 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.

## 20. 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 on or before your 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.

## 21. 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.

## 22. 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.

## 23. 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.

## 24. 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.

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 it 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

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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.

## **25. 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 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. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50 or the amount of unauthorized use, whichever is less. 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.

## **26. Copy Received**

You acknowledge receipt of a copy of this Agreement.