

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



Your Neighborhood Credit Union

Visa Signature Credit Cards

Effective August, 1st 2023

M-901934

TruStone Financial Credit Union

Please Retain For Your 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 that person or anyone else to whom you give the Card or Card number to, and this responsibility continues until the Card is recovered or closed. You cannot avoid responsibility by notifying us, but we will close the card immediately to prevent further transactions. 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. You can purchase or lease goods and services from any merchant who accepts Visa credit cards, and you may obtain cash advances from financial institutions and ATM machines that accept the Card, up to your maximum credit limit and limited to 15 transactions per day. Cash advances obtained at ATM Machines will have a daily limit of \$500. Online advances may be completed through Online Banking. Phone advances may be completed by calling Telexpress. You agree not to present your Card or obtain a cash advance

for any extension of credit in excess of your available credit limit; however, if you do exceed your credit limit, you agree to make immediate payment sufficient to bring the balance below the credit limit. Card purchases will be listed on your monthly statement with the merchant, electronic terminal, or financial institution at which transactions were made based on the transaction information provided by the merchant or processor. You should keep the copy of the slips furnished at the time of the transaction in order to verify the monthly statement.

You should not reveal your PIN to anyone else. Do not write the PIN on the card or keep your PIN in your purse/wallet or anywhere else where someone might find it and associate it with your card. You should not use an ATM machine unless it appears 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.

4. Finance Charge

You agree to pay interest at the rate(s) disclosed to you at the time you open your account and as may be changed from time to time in accordance with applicable law. Your Account will be subject to a **Finance Charge** during any billing period during which you (a) received, or had outstanding, a cash advance or balance transfer; or (b) failed to pay in full the previous balance shown on the statement during the first 25 days of the statement period.

The **Finance Charges** on purchases are calculated, for a billing cycle, by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle. The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Daily balances are calculated by adding to the beginning balance of the purchases balance each day, any new credit purchases posted to your account and subtracting any payments as received and credits as posted to your account but excluding any unpaid interest charges or fees.

You can avoid incurring a **Finance Charge** on purchases by paying the New Balance in full by the due date on your statement. However, you cannot avoid **Finance Charges** on cash advances and balance transfers, even if you pay the entire cash advance or balance transfer balance by the payment due date. You will incur the interest Charges accrued from the date the cash advance or balance transfer is posted to your account until those balances are paid.

The **Finance Charges** on cash advances and balance transfers are calculated by applying the daily periodic rate to the daily balance. Daily balances are calculated by adding to the beginning balance of the purchases balance each day, any new credit purchases posted to your account and subtracting any payments as received and credits as posted to your account but excluding any unpaid interest charges or fees. Your Monthly Statement will reflect the sum of the daily **Finance Charges** for that billing cycle.

5. Monthly Statements & Payments

If you have a balance, or activity including purchases, payments or adjustments, were present during the last statement period, we will mail to you, on a date selected by us, a periodic monthly statement listing all amounts you owe us on this Account, except when you have agreed to electronic statement delivery. You will be charged for each duplicate billing statement you request (see current fee schedule at TruStoneFinancial.org). These fees will not be charged if the request is related to a billing error under the Fair Credit Billing Act.

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

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required within 25 days of your statement closing date as shown on your monthly statement. Payments made prior to your statement closing date will not be applied towards the following Minimum Payment due. 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, rounded to the nearest whole dollar 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 any **Finance Charges** or fees then 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. 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. 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.

7. 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.

8. 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. A fee may be assessed for a replacement Card of up to \$10. An additional fee may be added for expedited shipping requests up to \$20.00.

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 to 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. Rewards and Benefits

A. TruStone Rewards Program

Your Visa Signature Rewards Card is automatically enrolled in our TruStone Rewards program, we have provided you with a separate written disclosure stating additional Rules, Terms and Conditions on your Rewards Program, and those disclosures are made part of this Agreement by this reference. A full set of Rewards Rules and Reward Terms and Conditions are available on our website TruStoneFinancial.org.

B. Additional Benefits/Card Enhancements

We may from time to time offer additional services to your Account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

12. 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.

13. 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. We will make a good faith attempt to return to you any credit balance that remains in your Account for six months or more by transferring the funds to your primary share savings account held at TruStone Financial, less any interest or fees owed. In the event your Account has a credit balance at the time of your death, the credit balance will be transferred to your share savings account held at TruStone Financial.

14. 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.

15. Foreign Transactions

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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.

16. 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.

17. Fees

In addition to the **Finance Charges** set forth above, you agree to also pay any and all fees that you incur as disclosed to you in this document or similar disclosures (as may be amended from time to time), or as disclosed to you during the term of your Card. A late payment fee will be assessed against your Account if we do not receive your minimum payment on or before the due date set forth on your periodic statement. TruStone may also assess a late payment fee every month thereafter that you are past due. Please refer to the TruStone Financial Visa Signature Rewards Terms and Conditions at TruStoneFinancial.org or any branch for the late fee amounts.

18. 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.

19. Notification of Address Change Fees

We will send all Account statements and any other notices concerning this Account to your address as shown in our records. If you change your address, you must notify us of your new address within a reasonable time.

20. Account Updating Service

The credit card payment processing network (e.g., Visa, Mastercard) in which we participate has an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network's database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payments until recurring payments can be resumed. This service is provided as a free benefit to you. The Credit Union has no responsibility for the accuracy or timeliness of the account updating service or its database. You have the option to opt out of this account updating service when you close a card and request a new one. To do so, you must let us know via phone or in person at a branch location.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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A. 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 1-800-862-1998 during our normal business hours: 8:30 am to 6:00 pm Monday-Friday and 9:00 am to 1:00 pm Saturday.

B. 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.

3. Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from in order to exercise your legal rights; or (d) Prepayment penalties.

4. Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they are changed or amended from time to time) are inapplicable with regard to this loan. However, all terms and conditions of the consumer credit contract shall remain in full force and effect.

26. 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.

27. 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.

28. 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 the 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.

29. 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.

30. 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.

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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.
- 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 will 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 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 have fully paid for the purchase yet.

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.

31. Consent to Contact

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 a 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 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.

32. Copy Received

You acknowledge receipt of a copy of this Agreement.