

**VISA Credit Card Application Agreement  
and Truth-In-Lending Disclosures**

M1 VISA Credit Cards	M1 CURewards	MPower
<b>Interest Rates and Interest Charges</b>		
Annual Percentage Rate (APR) for Purchases	Fixed at <b>12.90%</b>	Fixed at <b>9.90%</b>
APR for Balance Transfers	Fixed at <b>12.90%</b>	Fixed at <b>9.90%</b>
APR For Cash Advances	Fixed at <b>14.00%</b>	Fixed at <b>12.00%</b>
Grace Period for Repayment of the Balance for Purchases	<b>25 days from Billing Cycle Closing Date</b>	
Minimum Finance Charge per Billing Cycle	<b>\$0.50</b>	
Method of Computing Balances for Purchases	<b>Average Daily Balance (including current purchases)</b>	
<b>Fees</b>		
Annual Fee:	<b>None</b>	
Transaction Fees:		
<ul style="list-style-type: none"> <li>• Balance Transfer Fee</li> <li>• Cash Advance Fee:</li> <li>• Foreign Transactions</li> </ul>	<ul style="list-style-type: none"> <li>• <b>None</b></li> <li>• <b>None</b></li> <li>• <b>1% for Foreign Transactions</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Greater of 2% or \$10.00</b></li> <li>• <b>None</b></li> <li>• <b>2% for Foreign Transactions</b></li> </ul>
Penalty and Other Fees:		
<ul style="list-style-type: none"> <li>• Late Payment Fee:</li> <li>• Returned Payment Fee:</li> <li>• Over Credit Limit Fee:</li> <li>• Express Fee:</li> <li>• Replacement Fee:</li> </ul>	<ul style="list-style-type: none"> <li>• <b>\$15.00</b></li> <li>• <b>\$15.00</b></li> <li>• <b>\$20.00</b></li> <li>• <b>\$70.00 (card) &amp; \$70.00 (PIN)</b></li> <li>• <b>\$10.00 (card) &amp; \$10.00 (PIN)</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>\$25.00</b></li> <li>• <b>\$35.00</b></li> <li>• <b>None</b></li> <li>• <b>\$70.00 (card) &amp; \$70.00 (PIN)</b></li> <li>• <b>None</b></li> </ul>

In this application-agreement (called the "Agreement") the application becomes a contract when accepted and approved by us. The words "you" and "your" mean each and all persons who accept this agreement. "Card" means the VISA Credit Card or Cards and any duplicates, renewals or substitutions we may issue to you or those designated by you under the terms of this agreement. "Account" means your VISA Credit Card line of credit account with us. "We," "us," and "our" means this Credit Union. This agreement is a Truth-in-Lending Disclosure Statement as well as a contract. By using your card, you agree to all of the terms and conditions set forth herein.

receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement.

- Responsibility.** If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Card account. You agree not to let someone else use the Card. If you do, you are agreeing with us that you authorize all use that person makes of the Card. Therefore, you will be liable for all such use of the Card. We will close the account for new transactions if you so request and return all cards, but you cannot disclaim responsibility. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the Card is jointly and severally responsible with you for the charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.
- Credit Line.** If we approve your application, we will establish a self-replenishing Line-of-Credit for you. You agree to not let the account balance exceed the approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line by making an application to us and we may increase your Credit Line from time to time as well. By giving you written notice, we may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.
- Using the Card.** We will send you a Card or Cards embossed as you directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as embossed on the front of the Card. To make a purchase or cash advance, present the Card to a participating VISA plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft which will be imprinted with your Card. You can also use your Card together with your PERSONAL IDENTIFICATION NUMBER (PIN) to get a cash advance from an automated teller machine (ATM) in the VISA ATM NETWORK or make a purchase from a merchant that uses the card in an electronic terminal that uses the VISA system. Please note that we are not responsible if a particular VISA-plan merchant or financial institution refuses to honor your Card. You agree not to make or permit to be made any illegal transaction on your account through use of a card, a check or in any other manner. We may deny authorizations for any Internet gambling transaction. You further agree, should illegal use occur, to waive any right to sue us for such illegal use or any activity directly or indirectly related to it. You will

- Monthly Payment.** We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the new balances of Credit Purchases and Cash Advances, the New Balance, the FINANCE CHARGE, the Payment Due Date, and the total Minimum Payment. Every month you must pay at least the Total Minimum Payment Due within 25 days of your Billing Cycle Closing Date. By separate authorization, you may allow us to charge the scheduled monthly payment automatically to your share account with us. You may, of course, pay more frequently, pay more than the Total Minimum Payment Due, or pay the New Balance in full and you will reduce the FINANCE CHARGE by doing so. The Total Minimum Payment Due will be either (a) 2.6% of your New Balance, or \$10.00 whichever is greater, or (b) your New Balance, if it is less than \$10.00, plus (c) any portion of the Total Minimum Payment(s) Due shown on prior statement(s) and any amount over the Credit Line which remains unpaid. In addition, at any time your New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGE on purchases; then to previously billed and unpaid FINANCE CHARGE on cash advances; then to any credit insurance premium; then to previously billed purchases; then to cash advances; and then to new purchases; whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE thereon so as to avoid continuing accrual of FINANCE CHARGE on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest first. For prompt crediting of payments, direct payment to address shown on monthly statement. Please note that we cannot be responsible for mail delivery time.
- Finance Charges.** You can avoid a FINANCE CHARGE on purchases by paying the full amount on the New Balance within 25 days of your Billing Cycle Closing Date. Otherwise, the New Balance of Purchases, and subsequent purchases from date they are posted to your account, subtracting any payments as received and credits as posted, will be subject to FINANCE CHARGE. Cash advances are always subject to FINANCE CHARGE from date of transaction. For M1 CUREWARDS card, the FINANCE CHARGE Interest for purchases is calculated at a MONTHLY PERIODIC RATE of 1.075% (ANNUAL PERCENTAGE RATE of 12.9%) on the average daily principal balance including new purchases and debit adjustments we make during the statement period and the FINANCE CHARGE for cash advances is calculated at a MONTHLY PERIODIC RATE of 1.166 % (ANNUAL PERCENTAGE RATE of 14.0%) on the average daily principal balance of advances you make and debit adjustments we make during the statement period. For MPOWER card, the FINANCE CHARGE Interest for purchases is calculated at a MONTHLY PERIODIC RATE of 0.875% (ANNUAL PERCENTAGE RATE of 9.9%) on the average daily principal balance including new purchases and debit adjustments we make during the statement period and the FINANCE CHARGE for cash advances is calculated at a MONTHLY PERIODIC RATE of 1.000% (ANNUAL PERCENTAGE RATE of 12.0%) on the average daily principal balance of advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of

days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied. The minimum FINANCE CHARGE is \$.50.

6. **Security Interest.** To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods for which payment has not been made. Your account will (also) be secured by your share accounts, deposits and by property pledged in any other security agreements signed by you with this credit union, unless prohibited by law.
7. **Credits.** If merchants who honor your card give you credit for returns or adjustments, they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances or refund it after the sixth month if it is \$1.00 or more.
8. **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 in accordance with the VISA operating regulations for international transactions.
9. **Default.** You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expense, including court costs and reasonable attorney's fees.
10. **Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent permitted by law.
11. **Effect of Agreement.** This agreement is the contract which applies to all transactions on your account even though the sales, cash advances or credit slips you sign may contain different terms.
12. **Name and Address Changes.** When names or addresses change, the changes should be reported to the Credit Union's Credit Card Department. Address changes may be noted on the payment envelope used to remit payments, but it is helpful to notify the Credit Union, also. All name changes must be reported to the Credit Union.
13. **Loss or Theft of Card.** You agree to notify us immediately upon discovering that your Card has been lost or stolen. To report a lost or stolen Card, call 1-800-556-LOST(5678).
14. **Amendment of Agreement.** From time to time, we may amend this Agreement upon written notice to you by mailing you a copy of the proposed agreement at least 30 days prior to the statement period during which the amendment is to become effective. The notice will be sent to your last

known address appearing on our records when it is sent, and will state the date upon which the amendment will become effective. Any amendments which affect you adversely (such as an increase in the FINANCE CHARGE rate) will not apply to amounts you already owe unless you make a new purchase or cash advance after the amendment goes into effect.

15. **Severability Aspects.** It is understood and agreed hereto that if any part, term or provision of this Agreement is by the courts held to be illegal, or in conflict with the law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and the obligation of the parties shall be construed and enforced as if the contract did not contain the particular part, or provision held to be invalid.
16. **Liability for Unauthorized Use.** You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at 1-800-654-7728, (7 days a week, 24 hours a day) orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed fifty dollars (\$50.00).
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 on your Truth-In-Lending Statement.
18. **Reissuances of Cards.** Cards are automatically reissued prior to expiration dates unless the terms of the Agreement have been violated, unless the member's credit reputation or worthiness has been impaired, or unless the Credit Union decides to terminate this Agreement for good cause. If you do not receive a renewal card within one week prior to the expiration date on your card or unless you received notification that the new card will not be reissued, please notify the Credit Union since the new card might be lost in the mail.
19. **Rewards Program:** M1 CUREwards card offers a reward program. Rules for your CUREwards Program have been provided separately. CUREwards program is a complimentary program of your M1 CUREwards card and it can be changed, reduced or eliminated any time without prior notice. MPower card does not offer a reward program.
20. **Termination.** Issuer may terminate cardholder's privileges under this Agreement at any time for any reason. Issuer will promptly send a written notice of termination to the address to which it sends the periodic statements. Cardholder may terminate his or her privileges under this Agreement at any time by giving issuer written notice of termination. Cardholder's termination will be effective only after issuer has received written notice and cardholder has returned all cards to issuer. Cardholder remains liable for all obligations resulting from use of the card or an authorized user's use of his or her card even after issuer receives written notice. Cardholder also remains obligated to pay all amounts owed on the account, including any amounts not yet billed. Each card is the property of issuer, is not transferable, and must be surrendered upon demand. It can be cancelled as well as repossessed by the issuer or its designee, and the privileges thereof revoked, at any time without prior notice.
21. **Authorized User's Guarantee.** Each authorized user, by signing or using his or her card, unconditionally guarantees that he or she will personally pay all obligations resulting from use of the authorized user's card in the event that they are not paid when due by the persons primarily liable.

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## YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

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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 the address listed on your statement. 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 or electronically. You may call us, 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 to you why we believe the bill is 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 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 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 or electronically at the address listed on your statement.

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 owe an amount and you do not pay, we may report you as delinquent.

Effective 7/1/2017

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**RETAIN FOR YOUR RECORDS**

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