

Consumer Credit Card Agreement

In this Agreement, "Agreement" means this Consumer Credit Card Agreement. "Disclosure" means the Credit Card Account Opening Disclosure. The Account Opening Disclosure is incorporated into this Consumer Credit Card Agreement and is part of the Agreement. In this Agreement the words "you," "your," and "yours" mean each and all of those who agree to be bound by this Agreement; "card" means the Visa credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "account" means your Visa credit card line-of-credit account with the Credit Union; and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. USING YOUR ACCOUNT - If you are approved for an account, the Credit Union will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. If the Credit Union has a program whereby it allows payment of advances that exceed your credit limit, subject to a fee, the Credit Union will provide you with notice, either orally, in writing, or electronically (notwithstanding the requirements of the paragraph entitled "Statements and Notices") explaining your right to opt in to the Credit Union's program whereby it will honor advance requests over the credit limit. In the event you opt in to such a program, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop

payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

2. USING YOUR CARD - You understand that the use of your credit card or credit card account will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Account Opening Disclosure (Disclosure). You may use your card to make purchases from merchants and others who accept your card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If the Credit Union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. 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, you will be responsible for all amounts and charges incurred in connection with the transaction. If

you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

3. PROMISE TO PAY - You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

4. PERIODIC RATES - The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

Variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of each month. If the *Journal* is not published on that day, then see the immediately preceding edition. If Prime changes, your new rate will take effect on your next billing period. If the APR associated with an offer is variable, the APR will equal: Non-introductory Purchase APR - Prime plus a margin between 4.74% and 14.74%.

5. FINANCE CHARGES - New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle. Finance charge begins to accrue on those purchases from the first day of the next

billing cycle, unless you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date).

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day and subtract any payments and/or credits that we apply to the purchase balance. (We do not add in any purchases posted during the billing cycle.) This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Balance transfers are calculated in the same manner as cash advances.

6. FOREIGN TRANSACTIONS - Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S.

embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

7. FEES - In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

a. Cards and Plastics Fee. If your account is subject to a card order fee or card replacement fee, a fee may be charged to your account for a rush replacement card order and/or a customized Design Your Own Card (DYOC) order or replacement.

b. Foreign Transaction Fee (Finance Charge). If your account is subject to a Foreign Transaction Fee (finance charge), a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.

c. Cash Advance Fee (Finance Charge). If your account is subject to a Cash Advance Fee (finance charge), the fee will be charged to your account when you obtain a cash advance from an ATM, the Credit Union or other financial institution.

d. Late Payment Fee. A late fee will be charged to your account if you make your payment later than the fifth day after the payment's due date.

e. Returned Payment Fee. If your account is subject to a Returned Payment Fee, the fee will be charged to your account when a payment is returned for any reason.

8. PAYMENTS - Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 2.00% of your total new balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit by the date specified on the statement. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

9. PAYMENT ALLOCATION - Subject to applicable law, your payments may be applied to what you owe the

Credit Union in any manner the Credit Union chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

10. SECURITY - As permitted by law, to secure all transactions under this Agreement in either joint or individual accounts, we have the right to impress and enforce a statutory lien against your shares on deposit with us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to you from us to the extent that you owe on any unpaid balance on your account and we may enforce our right to do so without further notice to you. Additionally, you agree that we may set-off any mutual indebtedness.

You acknowledge that you own any certificates, shares and/or collateral pledged as security and that there are no other liens against them other than ours. You agree to perform all acts which are necessary to make our security interest in the certificates, shares and/or collateral being pledged enforceable.

All certificates which are pledged as collateral must be renewed until your outstanding account balance is paid in full. Failure to renew any certificates will cause your entire outstanding account balance to become immediately due and payable.

11. OTHER SECURITY - Collateral (other than household goods or any dwelling) given as security for any other loan you may have with us will secure all amounts you owe us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

CONSENSUAL LIEN ON SHARES. If you have been issued a credit card, you grant and consent to a lien on your shares with us (except for IRA and Keogh accounts) and any dividends due or to become due to you from us to the extent you owe on any unpaid credit card balance.

12. ACCOUNT RESTRICTIONS - in order to receive and maintain a Visa Platinum Secured Card, you agree to give us a specific pledge of shares which will equal your Credit Limit. In the event that You default on your account, we may apply these shares toward the repayment of any amount owed on your Visa Platinum Secured Card. You may cancel your Visa Platinum Secured Card at any time by paying any amounts owed on such Visa Platinum Secured

Card. To be certain that your entire balance and all advances are paid, any shares pledged may not be available to you for 30 days after you have cancelled and any outstanding balance is paid in full.

13. DEFAULT - Upon default, the entire outstanding balance due under this Agreement shall, unless excused by our Board of Directors, become immediately due and payable, subject only to any right to cure default which you may have under Section 425.105 of the Wisconsin Statutes. A default shall be deemed to have occurred if (a) you fail to make payments when due on two occasions within any 12-month period, or (b) you fail to observe any other covenant of this Agreement, you or your spouse die, change marital status, change marital domicile or become insolvent or subject of a bankruptcy or other insolvency proceeding, if such failure, act or occurrence materially impairs your ability to pay the amount due under this Agreement or breach of which materially impairs the condition, value or protection of the merchant's rights in any collateral securing the transaction. In addition, notwithstanding Sections 425.103 and 425.105 of the Wisconsin Statutes, in the event we receive a notice of termination of this Agreement from the spouse of a borrower pursuant to Section 766.565(5), Wisconsin Statutes, we may declare the entire outstanding balance of the Agreement immediately due and payable. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before the default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

14. LIABILITY FOR UNAUTHORIZED USE- LOST/STOLEN CARD NOTIFICATION – Notify us at once at 888-432-8496 during normal business hours or at (800) 449-7728 after hours or on weekends and holidays, or write to us at PO Box 14047, Madison, WI 53708-0047 if you believe your card or PIN have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. If you notify us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone uses your card or PIN without your permission. If you fail to notify us within two business days after the loss or theft of your card or PIN and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told Us, then you could lose as much as \$500. Additionally, if your periodic statement shows transactions that You did not make, including those made by card, PIN or other means, you will tell at Once. If you fail to notify us within 60 days after we mail you the first periodic statement on which the transfer appears, you could lose up to the entire credit line, if we can prove that we could have stopped someone from taking your money if You had given us notice in time. If a

valid reason (such as a long trip or hospital stay) keeps You from giving us notice, we will extend the time periods.

15. CHANGING OR TERMINATING YOUR ACCOUNT - As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to your existing account balance as well as to future transactions.

Either you, your spouse or the Credit Union may terminate this Agreement at any time, but termination by you, your spouse or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you or your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements.

The card or cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union.

16. CHANGING OR TERMINATING AUTHORIZED USERS - Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

17. CREDIT REVIEW AND RELEASE OF INFORMATION - You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

18. RETURNS AND ADJUSTMENTS - Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases

and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

19. ADDITIONAL BENEFITS/CARD ENHANCEMENTS - The Credit Union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

20. MERCHANT DISPUTES - The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. Please refer to "Your Rights if You Area Dissatisfied With Your Credit Card Purchase" of this Agreement for more information on merchant disputes.

21. JOINT ACCOUNTS - If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

22. EFFECT OF AGREEMENT - This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

23. NO WAVIER - The Credit Union can delay enforcing any of its rights any number of times without losing them.

24. STATEMENTS AND NOTICES - Statements and notices will be mailed to you at the appropriate address you have given the Credit Union. If you both reside at the same address, one copy of any notice required by the Wisconsin Consumer Act will be sent to both of you at that address; otherwise, separate notices will be sent to separate addresses.

25. SEVERABILITY AND FINAL EXPRESSION - This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

26. COPY RECEIVED - You acknowledge that you have received a copy of this Agreement and Disclosure.

27. INTERNET GAMBLING TRANSACTIONS

PROHIBITED - You may not use your card to initiate any type of electronic gambling transaction through the internet.

**Your Billing Rights: Print this
Document for Future Use**

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:

Heritage Credit Union
1212 Huxley St
Madison, WI 53704

OR

Heritage Credit Union
PO Box 14047
Madison, WI 53708-0047

You may also contact us on the web:

<https://www.heritagecu.org/contact-us/>

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 the 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:

Heritage Credit Union
1212 Huxley St
Madison, WI 53704

OR

Heritage Credit Union
PO Box 14047
Madison, WI 53708-0047

<https://www.heritagecu.org/contact-us/>

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.