

IH Mississippi Valley Credit Union

CREDIT CARD AGREEMENT

The person who signed a Credit Card Application with **IH Mississippi Valley Credit Union** and whose name is embossed on a Credit Card issued by IH **Mississippi Valley Credit Union**, agrees to the following terms and conditions in this Credit Card Agreement.

CREDIT CARD AGREEMENT

Notice: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words **you** and **your** mean each and all of those who apply for the card or who sign the Credit Card application. **Card** means the Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this credit union. **Account** means your **Credit Card Line of Credit** account with us. **We, Us** and **ours** means IH Mississippi Valley Credit Union.

1. Responsibility. Use of the Card or Account will signify acceptance of the terms of the Credit Card Agreement. If we issue you a card, you agree to repay all debts, including purchases, advances, FINANCE CHARGES, Late Charges, and collection costs arising from the use of the card and the card Account by you or any other person you permit to use your Account even if that person exceeds your permission. For example, you are responsible for charges made by yourself, your spouse and minor children and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment 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 responsible with you for 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.

2. Lost Card Notification. If you believe the Card has been lost or stolen, you will immediately call the Credit Union at (309) 793-6200 or (800) 722-0333.

3. Updated Liability Rule for Unauthorized Use. Effective 4/4/2000, Consumer liability for lost/stolen VISA cards is now \$0 and the 48-hr time frame to report lost/stolen VISA cards has been eliminated. The Credit Union has the right to make exceptions to the preceding conditions, if it can prove that you have been grossly negligent. Such liability does not apply to electronic funds transactions

4. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this 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 only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee 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 reevaluation of your credit-worthiness. You also agree to advise us of any change in your financial condition which may affect your credit worthiness. You agree that you will update the credit information you have provided us, from time to time, on our request.

5. 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.

6. Monthly Payment. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 2% of your Total New Balance or \$20, whichever is greater, or (b) your Total New Balance, if it is less than \$20 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remain unpaid and the Total of Account Penalties. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

7. Finance Charges.

7.1 Repayment Terms and Finance Charge Information

7.1.a. 9.9% APR Card-Fixed Rate Formula:

The Finance Charge is calculated using the following interest rate: 9.9% ANNUAL PERCENTAGE RATE, .825% Monthly Periodic Rate, on the average daily balance. Default Rate: increases to 14.9% ANNUAL PERCENTAGE RATE if minimum payment is not received within 60 days after it is due, make a payment that is returned or do either of the above on another account that you have with us.

7.1.b. 11.9% APR Cash Back Card-Fixed Rate Formula:

The Finance Charge is calculated using the following interest rate: 11.9% ANNUAL PERCENTAGE RATE, .991% Monthly Periodic Rate, on the average daily balance. Default Rate: increases to 16.9% ANNUAL PERCENTAGE RATE if minimum payment is not received within 60 days after it is due, make a payment that is returned or do either of the above on another account that you have with us.

7.1.c. 7.9% APR Relationship Card:

The Finance Charge is calculated using the following

interest rate: 7.9% ANNUAL PERCENTAGE RATE, .658% Monthly Periodic Rate, on the average daily balance. This rate is subject to meeting the requirements of establishing an account relationship on your IH Mississippi Valley Credit Union member account. You must have an active checking account with us and one of the following four requirements included on your IH Mississippi Valley Credit Union member account: mortgage loan, home equity loan, automobile loan or have been a member with us for a minimum of five years. Your member account will be reviewed in advance of your card renewal. If the requirements are not met, your rate will be calculated using the following non-qualifying interest rate: 9.9% ANNUAL PERCENTAGE RATE, .825% Monthly Periodic Rate, on the average daily balance. You will be notified at least 45 days in advance of this rate change. Default Rate: increases to 12.9% ANNUAL PERCENTAGE RATE if minimum payment is not received within 60 days after it is due, make a payment that is returned or do either of the above on another account that you have with us.

7.2 Finance Charge Calculation Method.

In order to avoid a finance charge on purchases made since your last statement date, you must pay the total new balance shown on your statement within 25 days of the statement closing date. Otherwise, FINANCE CHARGE on purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account FINANCE CHARGE (interest) is calculated at the ANNUAL PERCENTAGE RATE, on the average daily principal balances of purchases and cash advances in the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash 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 default rate applies to your account if we do not receive your minimum monthly payment within 60 days after it is due.

7.3 Default Rate. If your APRs are increased for any of the above listed reasons, the Default APR may apply. If you successfully make at least six timely minimum monthly payments after the Default APR goes into effect, the APR will be reduced to the regular rate pursuant to your Agreement with us.

8. Other Charges. If you are 10 days late in making a minimum monthly payment, you will be charged a late fee. Your late fee will be one of the following: a) \$25.00 if your past due minimum payment is \$25.00 or more, b) equal to your past due minimum payment if your past due minimum payment is less than \$25.00. Returned Check: \$25.00. Card Replacement: \$10.00. Draft copies: \$6.00 Cash Advances are subject to a cash advance fee of either \$5.00 or 2%

of the amount of each transaction, whichever is greater. These fees will be added to other amounts which are subject to a FINANCE CHARGE, as described in the same manner as Cash Advances.

The following transactions will be treated as cash advances:

- Using your Card to obtain cash from a participating Automated Teller Machine ("ATM");
- Using your Card to obtain cash from a participating financial institution;
- Using a check drawn on the Account;
- Obtaining money orders, travelers checks, foreign currency, lottery tickets, casino chips, vouchers redeemable for cash or similar items;
- Balance Transfers

9. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default when something happens which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay FINANCE CHARGE, at the periodic rate charged before default, until what you owe has been paid and any shares that were given as security will be applied towards what you owe. You agree to pay reasonable collection expenses, including card recovery fee, court costs and/or collection agency fees and costs to the extent allowed by applicable laws or regulations. You understand that a contingency or hourly fee arrangement may be established under an agreement entered into by the Credit Union with a collection agency to collect amounts due under this agreement if you are in default and you hereby agree that any such fee arrangement is reasonable.

10. Using The Card. You may use the card issued to you to make purchases in person, by mail, by telephone or over the Internet from merchants and others who accept the VISA credit card. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs) that accept the VISA card (participate in the PLUS systems network). Not all ATMs provide such access. The reverse side of your credit card identifies any other ATM networks that you may access. You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The daily limit for cash advances from all participating ATMs is up to your available credit limit, but no more than \$998.00. Your VISA card may not be used for any illegal transaction. This may include online gambling services on the Internet. Internet gambling may be illegal in the jurisdiction in which you, the cardholder, are located, including locations within

the United States. Display of a payment card logo by an online merchant does not mean the Internet gambling transactions are lawful in all jurisdictions in which you may be located.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect on day prior to the processing date, increased by one percent (100 basis points). The Credit Union has no control over the conversion rate.

Effective April 2005, the exchange rate 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, in each instance, plus or minus any adjustment determined by the Credit Union.

12. Copies of Documentation. You will be charged a fee for each copy of a draft or monthly statement that you request from us.

13. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. For other disputes you must resolve directly with the plan merchant.

14. 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 have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in Monthly Payment. You grant us a security interest in all individual and joint share accounts and/or deposit accounts you have with us now and in the future to secure what you owe under the credit card agreement. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and 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.

15. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in

our notice, amendments will apply to your existing account balance as well as to future transactions. The Credit Union can delay enforcing any of its rights any number of times without losing them.

16. Terminate This Agreement. Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any FINANCE CHARGES and other charges you owe under this Agreement. The 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. Failure to surrender your cards will result in a card recovery fee of \$75 each, should you attempt to use the cards.

17. Statements and Notices. You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

18. Cross Collateral. If cardholder has other loans from issuer, or takes out other loans with issuer in the future, collateral securing these loans, excluding any dwellings, will also secure the Cardholder's obligations under this agreement. Cardholder agrees to pay all costs incurred by issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorney's fees as may be reasonable and just and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy, and post-judgment proceedings.

19. Convenience Checks. Credit Card account Cardholders may sometimes be issued personalized checks that can be used to access your credit account without additional service charges other than the accrual of FINANCE CHARGES. You can use your convenience checks to purchase goods and services or to obtain cash up to the amount of your credit line. Use of your checks will be a cash advance on your VISA account. We are not required to honor a convenience check that will cause you to exceed your Credit Line. We will not pay a check if at the time the check is presented, you are in default or we have suspended, terminated, or canceled your Account. Checks may be used only by the person(s) whose name(s) is on the VISA account. You are responsible for all authorized use of your convenience checks. You may not use your convenience checks to pay any amount which you owe us under your account. Provided such request is timely, so that we shall have a reasonable opportunity to act upon it under our rules, you may order a stop payment on a convenience check drawn on your account. We may, but shall not be obligated to receive such order orally. In such event, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders

will remain in effect only six (6) months unless renewed in writing. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment. Convenience checks are the property of the Credit Union. We reserve the right to revoke them at anytime. You agree to return them at our request.

20. Honest Dealing. You will promptly notify the Credit Union of any information that affects your credit worthiness or ability to pay off the balance including but not limited to a change in address or employment. You will not apply to increase the Credit Line if you have reason to believe that you will be unable to make the scheduled payments.

To find out about changes in the information in this application, write us at IH Mississippi Valley Credit Union, 2121 47th Street, Moline, IL 61265. Residents of Illinois may contact the Illinois Commissioner of Banks and Trust Companies for comparative information on interest rates, charges, fees and grace periods. State of Illinois-CIP,P.O. Box 10181, Springfield, IL 62791: 800-634-5452.

**YOUR BILLING RIGHTS:
KEEP THIS DOCUMENT 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:

Credit Services
PO Box 1010
Moline, IL 61266-1010

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, 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 at:

Credit Services
PO Box 1010
Moline, IL 61266-1010

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.

Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$ 50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

READ AND RETAIN

Revised July 2015

Cardholder Agreement

