



## VISA CREDIT CARD AGREEMENT DISCLOSURE

- **Disclosures Required by Federal Law**
- **Statement of Terms and Conditions**
- **Your Billing Rights**

These are the regulations and disclosures under which our program is governed.

### KEEP THIS AGREEMENT FOR FUTURE REFERENCE

This Agreement, and the rules and regulations contained herein, is effective September, 2019. The term Cardholder means any person to whom a Credit Card is issued/authorized. Credit Card means any *WESTconsin Visa*, *WESTconsin Platinum Visa*, *UW-River Falls Alumni Visa*, and *WESTconsin Business Platinum Visa* issued by *WESTconsin Credit Union*, including any duplicate or renewal Credit Card, which the Cardholder has requested and received, or has signed, or has used, or authorized another to use, for the purpose of obtaining money, property, labor or services on credit. "You" and "your" means "Cardholder." "We", "us", and "our", means *WESTconsin Credit Union*.

- 1. ISSUANCE OF CREDIT CARD.** When you apply for and receive a Credit Card (the "Card(s)") or are authorized to use a Card, you agree to be bound by this Agreement. Duplicate, substitute, or renewal Cards are the same as an original Card. All Cards remain *WESTconsin Credit Union's* property, and if we request, you must surrender all Cards issued to you.
- 2. RESPONSIBILITY.** You agree to repay all debts and obligations due on your Card account for Card charges (the "Charges") to your account. Charges include, but are not limited to, debts and obligations for purchases of goods or services, loans, cash advances, balance transfers, and other fees and Finance Charges arising from use of your Card. For example, you are responsible for Charges made by you, your spouse, and minor children. You are also responsible for Charges made by anyone else to whom you give or permit use of your Card, and this responsibility continues until you recover and return the Card to us. Except to the extent permitted by law, you cannot disclaim responsibility for the Charges by notifying us, and your responsibility to pay the Charges continues even though an agreement, divorce decree, or court judgment to which we are not a party may affect you or one of the other persons responsible to pay the Charges. Any person using the card shall be jointly responsible with you for Charges made by that person,

**WESTconsin**<sup>®</sup>  
CREDIT UNION

complete program rules.

*WESTconsin Credit Union* and the uChoose Rewards program reserves the right at any time with or without notice to terminate this program or to modify or amend the terms and conditions of this program without restriction or penalty, such as by increasing the number of air mile points required for an award. This means that regardless of your level of activity, the ability to accumulate points or claim awards can be terminated with or without prior notice.

The information described in this disclosure is accurate as of September 2019. To find out what information may have changed after that date, please call, email or write us at:

*WESTconsin Credit Union*  
PO Box 160 | Menomonie, WI 54751  
(800) 924-0022 | info@westconsinu.org

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

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

#### Notify Us In Case Of Errors or Questions About Your Bill.

If you think your bill is wrong or if you need more information about a transaction on your bill, write us at **WESTconsin Credit Union, PO Box 160, Menomonie WI 54751** as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. **In your letter, give the following information:** 1) Your name and your account number. 2) The dollar amount of the suspected error. 3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item about which you are not sure.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice.

1) We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. 2) After we receive your letter, we cannot try to collect any amount in question or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the bill that are not in question. 3) If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges and you will have to make up any missed payments on the questioned amount.

**Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a credit card and 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: 1) 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 2) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or we mailed you the advertisement for the property or service.

Either you, a joint owner, or *WESTconsin Credit Union* may terminate this Agreement at any time, but termination will not affect your obligation to pay the balance plus any finance and other charges under this agreement. Terminating the account will result in the forfeiture of all existing uChoose Rewards points. To terminate your account, please call toll-free (800) 654-7728 or (800) 924-0022.

(\* SEE CREDIT CARD TERMS AND FEES DISCLOSURE FOR CURRENT CHARGES

### uCHOOSE REWARDS® PROGRAM RULES (Available on all credit card programs except for the Business Platinum Visa)

You will earn one point for every dollar in qualifying purchases and balance transfers, net of returns you charge to your credit card account. No points are earned for finance charges, fees, cash advances, convenience checks, foreign transaction currency conversion charges, or payment protection charges posted to your account. Charges or transactions may be added to, or removed from the above lists of eligible charges and transactions from time to time at the sole discretion of the uChoose Rewards Program.

Points will begin to accumulate with purchases made beginning on the first day of the billing cycle. Points earned from net purchases and point adjustments made between billing cycles will be deemed as earned after being posted to your next monthly credit card statement. Points will accrue over five (5) calendar years and will expire on a first-in, first-out basis annually. Points earned in calendar year one will expire on card expiration date on calendar year five (5).

Points have no cash value. Points cannot be exchanged for cash or credit, cannot be combined with cash to obtain awards, cannot be earned from or transferred to or combined with any other credit card account's points for redemption. Only accounts that comply with the terms and conditions of this credit card agreement will be eligible to earn points. If your account is closed or not in good standing, you will not accrue points, and we will have the option to withdraw points previously earned. Points begin accruing again once the account is in good standing. Points are non-transferable and are forfeited in the event the account is closed. If the account is reopened, the forfeited points will not be reinstated.

Points can be used to order awards described on the uChoose Rewards website. You may select awards from any level, subject to availability, as long as you have the necessary number of points posted to your account as of your previous month's account statement. Point requirements assigned to any award are subject to change from time to time without notice, and awards may be substituted at any time.

Points will be deducted from the total points available for redemption for any returns or credits reflected on the credit card billing statement. Your credit card account may be charged for the actual cash difference between the cost of the award redeemed and the net value of the actual points available for redemption in the event you redeem unearned points.

Every effort has been made to ensure that the information in the uChoose Rewards Program communications is accurate. The program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending award redemption order.

This program is void where prohibited or restricted by law. You are responsible for any federal, state, or local income or other taxes or gratuities, if applicable.

Some restrictions and limitations may apply. Please visit the uChoose Rewards website at [uchooserewards.com](http://uchooserewards.com) for

and if that person signs the Card, that person is also responsible for all Charges made, including yours.

**3. CREDIT LINE.** We will establish a Credit Line for you and advise you of its amount. You agree you will not make Charges which will result in an account balance exceeding your Credit Line. If your Charges exceed your Credit Line, we may terminate your credit privileges temporarily or permanently. We reserve the right to increase or decrease your Credit Limit. If your Charges exceed your Credit Line, you will be responsible for the total amount of Charges outstanding. If any party to a joint Credit Line requests an increase in Credit Line, that person is considered to be acting as the agent of the other parties to the joint Credit Line for that purpose.

**4. USING YOUR CREDIT CARD.** To make a purchase or to obtain a cash advance, present your Card to a participating merchant or participating financial institution. "Participating" means that the merchant or financial institution honors your Card. All purchases and cash advances count against your Credit Line. You may also receive a cash advance from certain automatic teller machines (ATMs). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. You should keep your receipts from participating merchants, financial institutions, and ATMs in order to verify your Card monthly statement, and for proof of purchase.

**5. ILLEGAL USE AND INTERNET GAMBLING.** Your Card may not be used for any illegal transaction. For example, you may not use your Card for gambling or for gambling online, where such gambling is illegal in your state, and you may not use your Card for gambling in any locale where gambling or online gambling is illegal under that locality's local or state law. Should your Card be used for any illegal transaction, *WEST*consin Credit Union shall bear no responsibility for such use and shall incur no liability to you for such use.

**6. FINANCE CHARGE.** You agree to pay the Finance Charge during any Card billing cycle in which you (a) received or had an outstanding cash advance (b) failed to pay in full the balance of Charges shown on the previous statement during the grace period or (c) received or had an outstanding balance transfer. You can avoid a Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within your billing cycle. Otherwise, the New Balance of Purchases and subsequent purchases from the date they are posted to your account will be subject to a Finance Charge. Cash advances and balance transfers are always subject to Finance Charges from the date they are posted to the account until it is paid in full.

The total Finance Charge shown on your billing statement is the sum of the Finance Charges that are due for purchases, cash advances, and balance transfers. We figure the Finance Charge by applying the periodic rate to the "average daily balance" of your account including new transactions. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, cash advances, and balance transfers, and subtract any payments, credits applied, or late payment fees due. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

**6A. ANNUAL PERCENTAGE RATE (APR).** The Annual Percentage Rate is based on your cumulative credit history and on your Membership Value Pricing (MVP)

status at the time the credit card is opened. The Annual Percentage Rate is the same rate for all purchases, cash advances, and balance transfers unless otherwise noted and shall remain in effect until the Annual Percentage Rate is changed.

For Business Platinum Visa cards, the Annual Percentage Rate is a fixed rate. The Annual Percentage Rate is the same rate for all purchases, cash advances, and balance transfers unless otherwise noted and shall remain in effect until the Annual Percentage Rate is changed.

Please refer to the Visa Credit Card Terms and Fees for the current Annual Percentage Rate. We will provide you with notice not less than 90 (ninety) days prior to any increase in the Annual Percentage Rate.

**7. MONTHLY PAYMENT.** Unless we are prevented by Federal law or unless we believe that your account is uncollectible, we will send you a statement each month in which your account has activity. The billing statement will show your previous balance of Charges, current transactions on your account, the remaining available credit under your credit line, your new balance of Charges, Finance Charges and fees, and the minimum payment due.

You must pay at least the minimum payment due each month, within the grace period after the date of your statement. The minimum payment will be 3% of your new balance of Charges or \$10. You may, of course, pay more than the minimum or pay the new balance of Charges in full, and you will reduce or avoid the Finance Charge by doing so.

Subject to applicable law, your minimum payment may be applied to what you owe the credit union in any manner the credit union chooses. If you pay more than the minimum payment, your payment will be applied to the highest APR first.

**8. OTHER CHARGES.** Your account will be subject to the following charges:

- Late payment fee(\*). Your account may be charged a fee if we do not receive the minimum payment due within five (5) days after your payment due date.
- Returned check or item fee(\*). You may be charged a fee for each non-sufficient funds check or item returned to us as payment on your account.
- Document copy fee(\*). Your account may be charged for copies of checks and machine receipts or for billing statements we have previously sent you, together with hourly charges for searching our records.
- Card replacement fee(\*). There may be a fee for a temporary emergency card, rush order for card embossing, or replacing a lost, stolen, or damaged card. A lost/stolen card may be reissued up to one time at *WEST*consin's discretion

**9. DEFAULT.** You will be in default if you fail to make the minimum payment on time two (2) times during any twelve-month period. You will also be in default if your ability to repay us or the value to us of our security interest is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, the fact that you or your spouse dies or changes domicile or marital status, or your failure to abide by the terms of this Agreement.

If you are in default, we have the right to demand immediate payment of your full balance of Charges. You have fifteen (15) days after we send you written notice of your default to cure your default. We have the same right to demand full payment, without written notice to

you of your right to cure default, if the default is your third within twelve (12) months and we notified you of your two (2) previous defaults. In addition, if you are a resident of Wisconsin and you are married, we may declare your balance of Charges due and payable in full if we receive written notice from your spouse terminating your Card account. You (and your spouse, to the extent not prohibited by law) remain responsible for all Charges to your account both before and after we receive notice from your spouse.

Your privilege of using the card and the account shall expire on the date shown on the card. You may terminate your account relationship with us at any time by surrendering to us all of your cards, but you will remain liable to us for full payment of any balance on your account. We may revoke your card at any time without prior notification and without affecting your obligation to pay the account balance.

**10. SECURITY INTEREST.** Each purchase and cash advance through your Card account constitutes a loan made by us to you in the State of Wisconsin. You agree that the Wisconsin Consumer Act applies to all such loans (except for the rate of Finance Charge which may be governed by federal law) even though you may use the loan(s) for business purposes or you are a person not otherwise covered by the Act. To secure each purchase loan, you grant us a security interest under the Uniform Commercial Code in any goods you purchase with your Card. If you default, we have the right to recover any of these goods for which full payment has not been made through our application of your payments. You also give us a security interest in collateral pledged with us to secure other loans with us, unless use of such collateral would be prohibited by law.

**11. RETURNS AND ADJUSTMENTS.** Participating merchants who accept your Card will give you credit for permitted returns or adjustments by submitting a credit slip which we will post to your account. We will apply those credits first to your current purchases and then to your previous balance of Charges. If your credits from merchants, your payments, and other credits exceed what you owe us, we will hold and apply the excess against future purchases and cash advances, or refund it upon your written request. We will make a good faith effort to return to you any credit balance which remains on your account for more than six (6) months

**12. FOREIGN TRANSACTIONS.** Purchases and cash advances including ATM withdrawals, made with your Card in foreign countries and foreign currencies will be charged to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with Visa operating regulations. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction posting date. In addition, Visa charges *WEST*consin Credit Union a 1% International Service Assessment fee for each foreign country transaction, which will be passed to the cardholder.

**13. DISPUTES.** We are not responsible for the refusal or failure of any participating merchant, financial institution, or of any automated teller equipment to accept your Card. You must resolve any disputes regarding goods or services that you purchased with your Card from a participating merchant directly with that participating merchant under the conditions outlined in your Billing

Rights Notice. The cardholder has 60 (sixty) days from the statement date to dispute a charge on the statement. If a chargeback is processed outside of the time limit, chargeback rights are lost.

**14. UNAUTHORIZED USE.** You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use which occurs after you (1) notify Cardholder Service, PO Box 183258, Columbus, OH 43218-3258, orally or in writing of the loss, theft, or possible unauthorized use of your Card; and (2) complete a written report with your local police department. A police report may be required in the case of fraud.

**15. CREDIT STANDING.** You agree that we may investigate your credit standing by making inquiries about you and that we may give information about your account to others in response to legitimate credit inquiries.

**16. ATM SERVICES.** You agree, unless otherwise notified in writing, that we may add the services of ATM to your Card(s) and that your use of ATM services will be governed by this Agreement.

**17. PAYMENT PROTECTION.** You may voluntarily participate in an insurance program. If you elect payment protection coverage, a premium charge will be posted to your account each statement period. Refer to the Payment Protection contract for additional information on benefit maximums, eligibility, and limitations.

**18. PROMOTIONS.** From time to time, *WEST*consin Credit Union may offer promotions, such as but not limited to balance transfer promotions.

**19. NOTIFICATIONS AND CHANGE OF ADDRESS.** We will send all statements, notices, or other communications concerning this account to your address as shown on our records, unless we deem your account uncollectible, or if delinquency proceedings have been instituted, or if to do so would violate Federal law. Notification sent to any one of you will be considered notice to all. If you change your address, you must notify *WEST*consin Credit Union within thirty (30) days of an address change.

**20. EFFECT OF AGREEMENT.** This Agreement is the contract which applies to all transactions on your account even though the sales, balance transfers, cash advances, or credit slips you sign may contain different terms. We may amend this Agreement from time to time and if required by Wisconsin or Federal law, we will provide you with written notice prior to the date the amendment is effective. Your use of your Card thereafter will indicate your agreement to the amendments. To the extent we indicate in our notice and that the law permits, amendments will apply to your existing balance of Charges as well as to future transactions. No delay or omission in exercising any rights granted to us hereunder shall impair such rights or be construed to be a waiver thereof. No waiver of rights shall be valid unless signed in writing by one of our authorized officers, and then only to the extent indicated in the writing. If any provision of this Agreement is determined by law to be invalid, such determination will have no effect on the validity of any other part of this Agreement.

**21. CHANGING or TERMINATING YOUR ACCOUNT.** We may change the terms of this Agreement 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 future transactions.