

# VISA® GOLD LINE-OF-CREDIT AGREEMENT AND DISCLOSURE

The purpose of this agreement is to establish the terms and conditions of a line-of-credit loan. In this agreement, the words "I", "my", "you" or "your" mean each person who applies for a Visa Credit Card or who signed the agreement or who uses the credit card or duplicate credit card. The word "card" means your Visa Credit Card and duplicates of said card. The word "account" means your Visa Credit Card revolving credit account with ASSOCIATED HEALTHCARE Credit Union. The words "we", "us" and "our" mean ASSOCIATED HEALTHCARE Credit Union.

1. I hereby apply for a line-of-credit that I can use from time to time and which may be replenished by payment of amounts previously drawn.

2. Approval of this application by the ASSOCIATED HEALTHCARE Credit union credit committee, manager, or loan officer will establish the following.

(a) The credit limit approved shall be determined by the credit union and this credit limit will be drawn upon as I use an issued Visa Credit Card.

(b) The line-of-credit will be repaid in accordance with terms and conditions issued by Visa, and in accordance with policies established by the credit union's board of directors.

(c) This card remains the property of ASSOCIATED HEALTHCARE Credit Union and will be surrendered immediately upon request.

3. A FINANCE CHARGE will be imposed on Visa cash advances that you obtain through the use of your Visa Credit Card as of the date of each such cash advance and will accrue until date of payment. The cash advance may be obtained as a direct loan or as an overdraft loan if you have a Visa overdraft financing agreement with us. A FINANCE CHARGE will be imposed on the unpaid balance for credit purchases from the statement closing date and on credit purchases made during the current billing cycle from the date of posting each such credit purchase to your account and will continue to accrue until the date the account balance is paid in full only if the new balance indicated on your statement for the prior monthly period is not paid in full within 25 days after the statement closing date. If the new balance indicated on your statement for the prior monthly period is paid in full within 25 days after the statement closing date, no FINANCE CHARGE will be imposed on credit purchases made during the current billing cycle.

4. The FINANCE CHARGE for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of your account (including current transactions). To get the average daily balance we take the previous balance (the outstanding balance in your account at the beginning of the billing cycle), add all new credit purchases as posted through the date, and subtract any payments as received and credits as posted through the date but exclude any unpaid FINANCE CHARGE. Then we add up all the daily balances for the billing

<b>Annual Percentage Rate</b>	<b>11.9%</b> For Purchases and Cash Advances. (periodic rate used to compute the FINANCE CHARGE is 0.99166% per month)
<b>Grace Period</b>	Purchases- 25 days  Cash Advances accrue interest from the date the advance is made.
<b>Method of Computing the Balance</b>	Average Daily Balance Method (including current transactions).
<b>Annual Fee</b>	None
<b>Minimum Finance Charge</b>	None
<b>Transaction Fees for Purchases</b>	None
<b>Other Charges</b>	Over the limit fee- \$15 Returned payment fee- \$10 Cash advance fee- None Late payment fee- \$15 Copy of charge slip- \$0 Replacement Card Fee- \$15

cycle and divide the total by the number of billing days in the cycle. This gives us the average daily balance.

5. Other charges

(a) Over the Limit Fee- you may be charged a \$15.00 fee if your balance exceeds your credit limit anytime during your statement period. You may also be charged this fee for each subsequent month until your balance is paid below your credit limit.

(b) Returned Payment Fee- A \$10.00 fee may be charged if your payment is returned for any reason.

(c) Cash Advance Fee-None

(d) Late Payment Fee- you may be charged a \$15.00 fee if the total minimum payment due is not received by the payment due date.

(e) Replacement Card Fee- You may be charged \$15.00 for replacement of a damaged, lost or stolen card.

6. The minimum periodic payment required is the total new balance as shown on your monthly billing statement if the amount is under \$25. If the new balance exceeds \$25 the minimum periodic payment is 3% of that portion of the new balance which does not exceed your credit limit, plus the entire portion of the new balance in excess of your credit limit, plus any amount past due, or \$25, whichever is greater.

7. Purchases and cash advances made with my Visa Credit Card in foreign countries and

foreign currencies will be billed in U.S. dollars. The conversion rate will be at the wholesale market rate or the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

8. In the event of suit to collect unpaid balances, all costs, including attorney's fees, as may be reasonable and just, and also those costs, expenses, and attorney's fees incurred in appellate proceedings, shall be imposed.

9. With respect to this account only, the credit union does not have the right of offset, and will not assert any statutory right the credit union may have if there is a default. However, if I give or have given a specific pledge of my credit union shares (deposits) by signing a pledge of shares form, or other security agreement, or any other security interests for all my debts, my account will also be secured by my pledged shares (deposits) and by any property described in those other security agreements except for my home or other qualified retirement accounts.

10. I understand that I will be advised of my credit limit under this loan plan when my card is mailed to me. I promise not to use my card to exceed the credit limit. If I do exceed my credit limit, I promise to pay the credit union the amount in excess of my credit limit on demand.

11. As a holder of a Visa Credit Card, I understand that I can repay any outstanding

**PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND AGREEMENTS**

balance prior to maturity in whole or in part at my option without penalty.

12. I recognize and agree that I will accept any other conditions established by the credit union's board of directors that are necessary to protect the best interests of the credit union and to comply with applicable Federal and state laws and regulations.

13. I acknowledge and agree that the credit union's board of directors may terminate this agreement under the following conditions.

(a) Upon adverse re-evaluation of my credit worthiness.

(b) Upon my failure to satisfy the terms of this agreement and the terms and conditions established by the credit union's board of directors and by Visa.

(c) At my option or at the credit union's option if it has good cause.

14. If my line-of-credit is to be terminated by the credit union, I shall receive written notice of such termination, however, I understand and acknowledge that such termination shall not affect my obligation to pay any outstanding balance.

15. At any time the credit union may request, and I will give, information to the credit union as deemed necessary to re-evaluate my account or credit worthiness. I authorize the credit union to investigate my credit standing at any time and disclose information regarding my account to credit bureaus and other creditors who ask about my credit standing. The credit union will take reasonable steps to protect my rights under Federal and State law.

16. I fully understand, acknowledge and agree that if my account becomes delinquent, past due, if I die, file bankruptcy, become insolvent, if I default on any other indebtedness to the credit union, or if the credit union feels it is insecure, my VISA credit card will be revoked. The credit union has the right to demand immediate payment in full of my full account balance if I am in default.

17. I understand that as the holder of this credit card I am not protected under a group policy of loan protection insurance carried by the credit union against death and permanent disability.

18. I promise to pay any and all charges incurred by me or by any person whom I authorize to use a Visa Credit Card issued to me, and any fees or charges incurred in the recovery of my credit card, retrieval of transaction data, or in the collection of this account.

19. If I believe my card has been lost or stolen, I will immediately, call 1-800-449-7728 or 1-800-654-7728. I understand this service is available 24 hours a day.

20. Any card or other credit instrument is the property of ASSOCIATED HEALTHCARE Credit Union, and must be returned immediately upon demand or upon Notice of Cancellation or withdrawal of the card.  
**VISA Credit Cards:** Unless I have been grossly negligent or I have engaged in fraud, I will not be liable for any unauthorized transactions using my lost or stolen Visa Credit Card. This limit on liability does not apply to ATM transactions or to transactions using my Personal Identification Number (PIN) which are not processed by VISA, or to

commercial cards. If I am liable for unauthorized transactions, my liability will not exceed \$50. In addition, even in these circumstances, I will not be liable for unauthorized transactions that occur after I notify ASSOCIATED HEALTHCARE Credit Union (360 Sherman St B-10 St Paul, MN 55102), orally or in writing, at the addresses and telephone numbers provided herein, of the lost, theft or possible unauthorized use. For access devices: If I believe my card has been lost or stolen and I tell the credit union within two(2) business days after I learn of the loss or theft, I can lose no more than \$50 if someone used my card without my permission. If I do not tell the credit union within two (2) business days after I learn of the loss or theft of my card and the credit union can prove it could have stopped someone from using my card without my permission if I had reported the loss or theft, I may lose as much as \$500. Also, If my statement shows transfers that I did not make, I will report this at once. If I do not tell the credit union within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if the credit union can prove that it could have stopped someone from taking the money if I had reported it in time. If a good reason (such as a long trip or hospital stay) keeps me from telling the credit union, the credit union will extend the time period.

21. Irregular Payments. The credit union may accept late payments, partial payments and checks marked "payment in full" and disregard such statements (or accompanying note) without waiving or losing any right to demand payment as set forth in this agreement.

22. Illegal Use. I agree that illegal use of any financial services will be deemed an action of default and/or breach of contract and such service, and/or other related services may be terminated at ASSOCIATED HEALTHCARE Credit Union's discretion. I further agree, should illegal use occur, to waive the right to sue ASSOCIATED HEALTHCARE Credit Union for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold ASSOCIATED HEALTHCARE Credit Union harmless from any suits or legal actions or liability, directly or indirectly, resulting from such illegal use.

23. Governing Law. This agreement and my account shall be governed by Minnesota State Law and Federal laws of the United States.

24. Refusal to Honor. The credit union is not responsible for the refusal of any Visa Plan merchant or financial institution to honor the card.

**Your Billing Rights.** 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 statement.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write Visa Customer Service on a separate sheet of paper at: P.O. Box 31112, Tampa, FL 33631. We must hear from you no later than 60 days after they have sent you the first bill on which the error or problem appeared. You can telephone Visa at 1-800-654-7728, but doing so will not preserve your rights. In

your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspect error.
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item, you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your rights and our responsibilities after we receive your written notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and 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 your bill that are not in question.

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 did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**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 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.

**PLEASE KEEP THIS DISCLOSURE FOR FUTURE REFERENCE**

Visa<sup>®</sup> is a federally registered service mark of Visa USA, Inc.