



Information contained in this document is accurate as of February 15,2021 and is subject to change. Thereafter, cardholders may contact Associated Healthcare Credit Union for any updates to the required information below.

# ASSOCIATED HEALTHCARE CU VISA® PLATINUM ACCOUNT TERMS AND CONDITIONS

### **Interest Rates and Interest Charges**

Annual Percentage Rate (APR) For Purchases, Balance Transfers and Cash Advances	10.99 - 17.99% when you open your account, based on your creditworthiness.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle.  We will not charge you any interest on purchases if you pay the balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees	
Annual Fee	None
Transaction Fees	
Balance Transfers	2% with a minimum \$10.00 and no maximum
Cash Advances	2% with a minimum \$10.00 and no maximum
ATM Fees	2% with a minimum \$10.00 and no maximum
Foreign Transactions	2% of each transaction in U.S. Dollars
Penalty Fees	
Late Payment	Up to \$35
Returned Payment	Up to \$35
Additional Service Fees	
Express Card Delivery	\$35
Replacement Card Fee	\$15
Returned Statement Fee	\$10

### How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

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 ASSOCIATED HEALTHCARE Credit Union 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 of this Agreement. You understand that the use of your card will constitute acknowledgement of receipt and agreement to the terms of the VISA Line of Credit Agreement and Disclosure.
- (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. Periodic Rates. The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed under the section titled Interest Rates and Interest Charges in this agreement. The rate charged on purchases, cash advances, and balance transfers will not vary from month to month unless we notify you in advance that the rate(s) will change as required by law. The rate on your account for certain types of transactions may be a promotional discounted rate (Promotional Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If a promotional rate applies to your account the rate and the period of time it will be effective is shown on the disclosure. After the promotional rate period expires, the periodic rate will automatically increase to the rate that would ordinarily apply for the type of transaction based on the terms of this agreement.
- 5. 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 for purchases 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 cycle and divide the total by the number of billing days in the cycle. This gives us the average daily balance for purchases. Balance transfers are calculated in the same manner as purchases.
- 6. Other charges
  - (a) Returned Payment Fee A fee up to \$35.00 may be charged if your payment is returned for any reason.
  - (b) Cash Advance Fee -2% with a minimum fee of \$10.00 and no maximum.
  - (c) ATM Fee -2% with a minimum fee of \$10.00 and no maximum.
  - (d) Balance Transfer Fee 2% with a minimum fee of \$10.00 and no maximum.
  - (e) Late Payment Fee You may be charged a fee up to \$35.00 if the total minimum payment due is not received by the payment due date.
  - (f) Replacement Card Fee You may be charged \$15.00 for replacement of a damaged, lost or stolen card.
  - (g) Statement Copy Fee You may be charged \$5.00 for a copy of a statement.
  - (h) Express Delivery Fee \$35.00
  - (i) Returned Statement Fee \$10.00
- (j) The minimum periodic payment required is the total new balance as shown on your monthly billing statement if the amount is under \$35. If the new balance exceeds \$35 the minimum periodic is 2% 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 \$35, whichever is greater. If your account has balances with different APRs, the amount of your payment equal to the Total Minimum Payment Due is applied to the balance with the lowest APR before any payments are applied to any balance with the highest APRs. Any amount of your payment that is greater than the Total Minimum Payment Due is applied to the balances with the highest APR before being applied to the balance with the lower APRs.
  - (k) The exchange rate for international transactions will be a rate selected by VISA from the range of rates available in wholesale currency markets, in U.S. dollars, which may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a one percent foreign transaction Fee.
  - (I) In the event of suit to collect unpaid balances, all cost, including attorney's fees, as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in bankruptcy and appellate proceedings, shall be imposed.
  - (m) Security Interest If you give us a specific pledge of shares by signing a separate Pledge of Shares, you pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until we agree to release all or part of the pledged amount.

I/WE UNDERSTAND THAT AHCU IS REQUIRING AS A CONDITION FOR THE CREDIT ACCOUNT THAT I/WE GRANT AHCU A SECURITY INTEREST IN ALL DEPOSIT ACCOUNTS I/WE HAVE WITH AHCU AND THAT I/WE DO HEREBY GRANT AHCU WITH A CONSENSUAL SECURITY INTEREST IN THOSE ACCOUNTS. Collateral securing other loans you have with us may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other Agreement.

- (n) 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.
- (o) As a holder of a Visa Credit Card, I understand that I can repay any outstanding balance prior to maturity in whole or in part at my option without penalty.
- (p) I acknowledge and agree that the credit union 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.
- (c) At my option or at the credit union's option if it has good cause.
  - (q) 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.
- (r) 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.

- (s) 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.
- (t) 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.
- (u) If I believe my card has been lost or stolen, I will immediately, call 1-800-449-7728 or 1-866-820-5828. I understand this service is available 24 hours a day.
- (v) Liability for Unauthorized use: 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 (6789 Upper Afton Rd, Wood bury, MN 55125), orally or in writing, at the addresses and telephone numbers provided herein, of the lost, theft or possible unauthorized use.
- (w) Change in Terms: The Credit Union may change the terms of this Agreement from time to time. Notice of any changes will be given in accordance with applicable law. If permitted by law and specified in notice to you, the change will apply to your existing account balances as well as future transactions. Either you or the Credit Union 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 and other charges you owe under this Agreement.
- (x) 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 rights to demand payment as set forth in this agreement.
- (y) Illegal Use. I agree that I may not use my card to initiate any type of gambling or illegal transaction. 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.
- (z) Governing Law. This agreement and my account shall be governed by Minnesota State Law and Federal laws of the United State.
- (aa) Refusal to Honor. The credit union is not responsible for the refusal of any visa Plan merchant or financial institution to honor the card.
- (bb) 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 is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.
  - (cc) Statements and Notices: Statements and Notices will be mailed to you at the appropriate address you have given us. Notice sent to any one of you will be considered notice to all.
  - (dd) Joint Accounts: If this is a Joint Account, each person on the account will be individually and jointly responsible for paying all amounts owed under this agreement. This means we 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 this account and termination will be effective as to all of you.

## YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

Your Billing Rights: Keep This Document For Future use.
This notice tells you about your rights and 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:

VISA Customer Service PO BOX 31112 Tampa, FL 33631-3112 1-866-820-5828

In your letter, give us the following information:

- a. Account information: Your name and account number
- b. **Dollar amount**: The amount of the suspected error.
- c. 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 in 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 error 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 the balance.

We can apply the 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 time 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 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 merchants, 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 purchases.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

VISA Customer Service PO BOX 31112 Tampa, FL 33631-3112 1-866-820-5828

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

PLEASE KEEP THIS DISCLOSURE FOR FUTURE REFERENCE

Visa® is a federally registered service mark of Visa USA, Inc