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# CREDIT LINE ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CREDIT CARD AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Purchases	VISA: <u>12.90</u> %
APR For Balance Transfers	VISA: <u>12.90</u> %
APR For Cash Advances	VISA: <u>16.00</u> % Overdraft Line of Credit: <u>15.00</u> % Signature Line of Credit: <u>16.00</u> %
Paying Interest	We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on balance transfers and cash advances on the transaction date.
For 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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
Transaction Fees	For VISA, <b>1.00%</b> of each foreign currency transaction in U.S. Dollars For VISA, <b>0.80%</b> of each U.S. currency transaction in U.S. Dollars
Penalty Fees	For VISA, up to <b>\$10.00</b> Except VISA, <b>\$10.00</b> For VISA, up to <b>\$25.00</b> Except VISA, <b>\$25.00</b>

**How We Will Calculate Your Balance:** Except VISA, We use a method called "daily balance." For VISA purchase transactions, We use a method called "average daily balance (excluding new purchases)." For VISA balance transfer transactions, We use a method called "average daily balance (including new balance transfers)." For VISA cash advance transactions, We use a method called "average daily balance (including new cash advances)." See Your Account Agreement for details.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean M-O Federal Credit Union. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Credit Card issued to You by Us and any duplicates or renewals. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, debit cards, automated teller machine (ATM) cards, Credit Cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**FEATURE CATEGORIES.** Your Account has Feature Categories which may include Signature Line of Credit, Overdraft Line of Credit, and VISA.

Feature Category	Daily Periodic Rate for Purchases	ANNUAL PERCENTAGE RATE for Purchases
VISA	<u>0.0353425</u> %	<u>12.90</u> %
Feature Category	Daily Periodic Rate for Balance Transfers	ANNUAL PERCENTAGE RATE for Balance Transfers
VISA	<u>0.0353425</u> %	<u>12.90</u> %
Feature Category	Daily Periodic Rate for Cash Advances	ANNUAL PERCENTAGE RATE for Cash Advances
VISA	<u>0.0353425</u> %	<u>16.00</u> %
Signature Line of Credit	<u>0.0438356</u> %	<u>16.00</u> %
Overdraft Line of Credit	<u>0.0410959</u> %	<u>15.00</u> %

**ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use."

**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.

**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.

**LINE OF CREDIT LIMITS.** You will be notified of each specific Credit Limit for each Feature Category for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. For all Feature Categories (except VISA), payments will be applied first to any Late Charges owing, then to the Finance Charge due, then to the outstanding principal balance. As permitted by law, We may apply VISA payments at Our discretion.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Signature Line of Credit and Overdraft line of Credit Minimum Payments will be established at the time of each advance, and will be disclosed to You at that time on the separate Credit Line Account Advance Request form. Any partial prepayment (that is, any prepayment that exceeds the Minimum Monthly Payment due that month but which is less than Your outstanding balance) will be credited toward future scheduled payments. To the extent that Your partial prepayment is sufficient to cover one or more full scheduled payments, Your next scheduled payment will be delayed a corresponding number of months. Any remaining amounts from your partial prepayment will be applied to reduce the amount of the next scheduled payment. For example: (a) if the amount of Your prepayment is less than a full scheduled payment, the amount of Your next scheduled payment will be reduced by the amount of the partial prepayment; (b) if the amount of Your prepayment equals or exceeds one full scheduled payment, but is less than two full scheduled payments, Your next scheduled payment will be delayed by one month, and the amount of Your subsequent scheduled payment will be reduced by the amount of the partial prepayment, if any; (c) if the amount of Your prepayment equals or exceeds two full scheduled payments, Your next scheduled payment will be delayed by two months, and the amount of Your subsequent scheduled payment will be reduced by the amount of the partial prepayment, if any; (d) and so forth and so on, until the entire prepayment amount is depleted.

VISA Minimum Payments will be an amount equal to 2.00% of Your new unpaid VISA balance at the end of each billing cycle, subject to the lesser of \$30.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit. Any partial payment or prepayment will not delay Your next scheduled payment.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**LATE CHARGE (EXCEPT VISA).** If Your payment is more than 10 days late, You will be charged \$25.00.

**RETURNED CHECK CHARGE (EXCEPT VISA).** You will be charged \$10.00 for any check (or other negotiable instrument used for payment) which is returned unpaid.

**FINANCE CHARGES (EXCEPT VISA).** A Finance Charge will be assessed on any unpaid principal balance for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE (EXCEPT VISA).** The Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance Charges to that balance have been subtracted and any new advances, or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the Feature Category being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

**VISA FINANCE CHARGES.** In the case of any transactions under Your VISA Feature Category, the outstanding balances subject to a Finance Charge during each billing cycle are determined using a method called "average daily balance."

For balances for purchase transactions, the method used is called "average daily balance (excluding new purchases)." To get the average daily balance, We take the beginning balance of purchases for Your Account each day, add any debit adjustments or other charges and subtract any payment, credits and unpaid Finance Charges. We do not add any new purchases. This gives Us the daily balance for purchases. Then, We add up each of the daily balances for purchases for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for purchases is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. These Finance Charges are then added together and the sum is the amount owed for purchases for the billing cycle being accounted for. New purchases are added together at the close of each billing cycle, and that sum is posted to the outstanding balance for purchases for Your Account (the "new balance") on the first day of the billing cycle that follows the billing cycle during which the purchases occurred.

For balances for balance transfer transactions, the method used is called "average daily balance (including new balance transfers)." To get the average daily balance, We take the beginning balance of balance transfers for Your Account each day, add any new balance transfers, debit adjustments or other charges and subtract any payment, credits and unpaid Finance Charges. This gives Us the daily balance for balance transfers. Then, We add up each of the daily balances for balance transfers for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for balance transfers is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. These Finance Charges are then added together and the sum is the amount owed for balance transfers for the billing cycle being accounted for.

For balances for cash advance transactions, the method used is called "average daily balance (including new cash advances)." To get the average daily balance, We take the beginning balance of cash advances for Your Account each day, add any new cash advances, debit adjustments or other charges and subtract any payment, credits and unpaid Finance Charges. This gives Us the daily balance for cash advances. Then, We add up each of the daily balances for cash advances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for cash advances is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. These Finance Charges are then added together and the sum is the amount owed for cash advances for the billing cycle being accounted for.

The total Finance Charge You owe on Your VISA Account for each billing cycle is the sum of all the Finance Charges due for any balances of purchases, balance transfers, and/or cash advances.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases and subsequent purchases will be posted to Your Account and subject to Finance Charges as described above, and the new balances for balance transfers and cash advances will also be posted as described above.

Balance transfers and cash advance transactions are always subject to a finance charge from the date of the transaction.

**OVERDRAFT PROTECTION.** We may transfer funds in multiples of \$50.00 (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Overdraft Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," and/or "Credit Line Account Advance Request" which is delivered together with this Agreement; or at a later date becomes an integrated part of this Agreement And Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of South Dakota, except to the extent that such laws are inconsistent with controlling federal law.

#### **SPECIFIC TERMS APPLICABLE TO YOUR VISA CREDIT CARD**

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored, and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**LATE CHARGE.** If Your payment is 10 or more days late You will be charged the lesser of: (i) \$25.00; or (ii) the amount of the minimum payment due.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (i) the lesser of \$10.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; (ii) \$10.00 for each replacement Card You request; (iii) \$25.00 each time We recapture or otherwise recover Your Card; (iv) \$100.00 each time You request that We replace a Card or PIN on an emergency basis; (v) \$5.00 for each replacement PIN You request; and (vi) \$10.00 for each statement copy You request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (800) 991-4964, or by writing to Us at 1730 Dakota Avenue South, Huron, South Dakota 57350. In any case, Your liability will not exceed \$50.00.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (800) 991-4964, or write to Us at 1730 Dakota Avenue South, Huron, South Dakota 57350.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your Share Account after 6 months.

#### **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 1730 Dakota Avenue South, Huron, South Dakota 57350. 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 \$50.00 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 \$50.00 (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 1730 Dakota Avenue South, Huron, South Dakota 57350.

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.