

## Visa® DuPage Thrive™ Truth-In-Lending Terms and Conditions

In this Agreement the words you and your mean each and all of those who sign or use the issued Visa Card. Card means a Visa Credit Card and any duplicates and renewals the Credit Union issues. Account means your Visa Credit Card line of credit account with the Credit Union. Credit Union, we, us, and our means the Credit Union whose name appears in this Agreement.

**1. Using the Account/Credit Limit:** You are approved for a Visa account. Signing and using your DuPage Credit Union Visa Card signifies acceptance of the following terms and conditions. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account.

**2. Responsibility:** You agree to pay all charges (purchases, balance transfers and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are responsible for charges made by anyone else to whom you give the card, 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 and return all cards. If either party closes the account, the credit card(s) must be surrendered to the Credit Union. Should unauthorized use occur after the account is closed, the card will be picked up by a merchant, and you will be responsible for each \$50 card recovery fee. 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. **Joint Account:** Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union 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 the Account and the termination will be effective to all of you.

**3. Variable Annual Percentage Rate:** Your Annual Percentage Rate (APR) may vary (increase or decrease) quarterly and is based on the Prime Rate. For each quarter, your APR is determined by adding a margin of: 7.25%-16.25% on purchases and balance transfers, 9.25%-18.25% on cash advances to the Prime Rate published in the Wall Street Journal the last business day for the previous calendar quarter. When a change in the Prime rate occurs, the resulting new APR's will apply to balances on your account starting with your next monthly billing cycle. An increase or decrease in the prime rate may increase or decrease your interest and Minimum Payment. (See the Visa Credit Card Agreement for complete details.)

**4. Liability For Unauthorized Use/Lost Card Notification:** You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your credit card, at the address or phone below. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. You will have no liability for unauthorized use unless you are found to be fraudulent or negligent in the handling of your account or card. This additional limit on liability does not apply to ATM transactions, which are not processed by Visa, or to commercial cards.

DuPage Credit Union, ATTN: Card Services, PO Box 3930, Naperville, Illinois 60567-3930, Telephone Number 800-323-2611, seven days a week 24 hours a day.

**5. Monthly Payment:** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The Credit Union may delay replenishing your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared. The minimum payment is 2% of the new balance or \$25.00. If the new balance on your account is less than \$25.00, the minimum payment will be the amount of the new balance. If any prior minimum payments that you have not paid, in addition, at any time your total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. If your account is subject to a Balance Transfer Fee, the fee as disclosed will be charged to your account in the month that the Balance Transfer is completed. This may increase your minimum monthly payment during the month that the Balance Transfer Fee is assessed.

**6. Payment Allocation:** Subject to applicable law, your minimum payment amount may be applied to what you owe the Credit Union in the following order: Finance charges, fees, previous promotional balance, balance cash, balance retail, cycle-to-date promotional, cycle-to-date cash, cycle-to-date retail. Any payment amount in excess of the minimum will be applied first to the card balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest. If two or more balances have the same rate of interest, the older balance is paid first, until the payment is exhausted.

**7. Finance Charges:** 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 charges on purchases are calculated from the beginning of the next statement period on previously billed but unpaid 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 of transaction. We figure the

finance charge separately for purchases and cash advances on your account by applying the applicable periodic rate set forth below to the "average daily balance" of purchases (including current transactions), and to the "average daily balance" of cash advances (including current transactions). To get each "average daily balance", we take the beginning balance each day, add any new purchases (if calculating the "average daily balance" for purchases), add any new cash advances (if calculating the "average daily balance" for cash advances), and subtract any payments or credits. 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."

**8. Other Fees and Charges:** Returned convenience check-**\$25**, Replacement card- **\$10**, Expedited card delivery-**\$30**.

**9. Cash Advance/Convenience Checks/Balance Transfer Information:** Cash Advances/Convenience Checks/Balance Transfers are not subject to a grace period. DuPage Credit Union is not responsible for any merchant delays in processing transactions. Balance Transfers and Convenience Checks cannot be used to pay other DuPage Credit Union obligations. The Credit Union reserves the right to place a maximum limit for daily cash advance transactions. Accounts will be limited to two (2) cash advance transactions per 24-hour period. Cash Advances performed through an ATM have a daily maximum limit of \$1,000 and will be limited to two (2) per 24-hour period.

**Cash Advance Fee:** The fee will be added to the appropriate advance balance with the cash advance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.)

**10. Current DuPage Credit Union Visa Imagine Rewards and Inspire Cash Back Signature Cardholders:** Upon signing an application for a DuPage Credit Union Visa Thrive Credit Card, you agree to forfeit all unused Rewards Points and Cash Back.

**11. 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 if 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 charges and fees until what you owe has been paid, and any savings that were given as security will be applied towards what you owe. We may enter into a contingent or hourly fee arrangement with an attorney and/or collection agency to collect the amounts you owe us and you agree that such arrangement is reasonable. This provision also applies to bankruptcy, appeals or post-judgment proceedings. You promise to pay all costs of collecting the amount you owe if your Visa account is in default. These costs will include reasonable attorney fees, court costs and/or collection agency fees and all other costs permitted under state law and regulation. If your account is charged off all balances will revert to the highest APR on the account.

**12. Using the Card:** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept credit cards. 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 (ATM's), such as Visa ATM network, that provide access to the Visa system. (Not all ATM's provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. **Illegal Transactions:** You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. **Internet Gambling:** You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transaction through the Internet.

**13. Returns and Adjustments:** Merchants and others who honor the Card may give credit for returns or adjustments. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

**14. Merchant Disputes:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**15. Foreign Transactions:** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign currency will be the rate selected by Visa from the 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. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**16. Changing or Terminating Your Account:** The Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as future transactions. 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.

**17. Copies of Documentation:** You will be charged a fee for each copy of a draft or monthly statement that you request from us. The fee will be handled by the Credit Union as an adjustment to the account balance, not as a purchase and may not be charged a Finance Charge.

**Visa® DuPage Thrive™**

| <b>Interest Rates and Interest Charges</b>                                |  |
|---|--|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>0%</b> Introductory APR for 12 billing cycles from the date of account opening on qualifying purchases posted within the first 90 days of account opening. After that, your APR will be <b>10.50% to 18.50%</b> based on your creditworthiness. This APR will vary with the market based on the Prime Rate.                 |
| <b>Annual Percentage Rate (APR) for Balance Transfers</b>                 | <b>0%</b> Introductory APR on balance transfers requested within the first 90 days of account opening. This will be the rate for the next 12 months of each balance transfer. After that, your APR will be <b>10.50% to 18.50%</b> based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| <b>APR for Cash Advances</b>  | <b>12.50% to 20.50%</b> based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  |
| <b>Penalty APR and When it Applies</b>                                    | <b>None</b>  |
| <b>How to Avoid Paying Interest on Purchases</b>                          | 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 your entire balance by the due date each month.   |
| <b>Minimum Interest Charge</b>  | <b>None</b>  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | <b>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>.</b>   |
| <b>Fees</b>   |  |
| <b>Annual Fee</b>   | <b>None</b>  |
| <b>Transaction Fees</b>   |  |
| • Balance Transfer  | Introductory fee of <b>\$5</b> or <b>3%</b> of the amount of the transaction, whichever is greater during the first 90 day. After that, <b>None</b> .  |
| • Cash Advance  | Either \$5 or 3% of the amount of each cash advance, whichever is greater (\$50 maximum fee).  |
| • Foreign Transaction   | <b>None</b>  |
| <b>Penalty Fees</b>   |  |
| • Late Payment  | Up to <b>\$25</b>  |
| • Over Limit  | <b>None</b>  |
| • Returned Payment  | Up to <b>\$25</b>  |

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

**Balance Transfers:** If the total amount you request exceeds your total credit line, we may send full or partial payment to your creditors in the order you provide them to us. Balance Transfers incur interest charges from the date of the transaction. Allow at least 2 weeks for processing. If you have a dispute with a creditor and pay that balance by transferring it to your new account, you may lose certain billing rights. Balance Transfers may not be used to pay off or down any account issued by DuPage Credit Union.

**18. Effect of Agreement/Waiver:** This agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. The Credit Union can delay enforcing any of its rights any number of times without losing them.

**19. 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.

**20. Additional Benefits/Card Enhancements:** The Credit Union may from time to time offer additional services to your Account at no additional cost to you. Your Visa Guide to Benefits is available at [dupagecu.com](http://dupagecu.com). You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**21. Security Interest:** If you give the Credit Union a specific pledge of savings by signing a separate pledge of savings for this account, your account will be secured by your pledged savings. 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 will have the right to recover any of these goods that have not been paid for through our application of your payments in the manner described above. Collateral securing other loans with us may also secure this account.

**22. Military Lending Act (MLA):** Important information for Covered Borrowers under the Military Lending Act, effective October 3, 2017. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

For more information, please contact DuPage Credit Union at 800-323-2611 to receive oral disclosures of the Military Lending Act disclosure and a description of the payment obligation.

**23. Consent To Contact:** You give the Credit Union and third party vendors calling on our behalf, your consent to use automated technology to call or text you at the phone number(s) given by you, including your wireless number. This may be for offering products or services, potential fraud on your account or to collect any amounts you owe. Standard message and data rates may apply. You have the right to opt out of this consent at any time.

**24. Your Billing Rights—Keep This Notice For Future Use:** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT.** Any dispute or errors need to be put in writing and sent to: DuPage Credit Union, ATTN: Card Services, PO Box 3930, Naperville, IL 60567. You can telephone us, but doing so will not preserve your rights. You may also send us a secured message via your online banking by logging into your account at [dupagecu.com](http://dupagecu.com).

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected 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.

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 incorrect.

**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:

1. 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.
2. 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 is 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 (convenience check) 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: DuPage Credit Union, ATTN: Card Services, PO Box 3930, Naperville, IL 60567.

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.

**USA PATRIOT ACT.** Pursuant to requirements of law, including the USA Patriot Act, DuPage Credit Union is obtaining information and will take necessary actions to verify your identity. Pursuant to the FACT Act address changes will only be accepted via in person and by mail with proper Credit Union verification.

State laws require the following notices:

**California Residents:** A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations

**Florida Residents:** You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

**Maryland Residents:** To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**Missouri Residents:** Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.

**New York Resident:** We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**Ohio Residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers these laws.

**South Dakota Resident:** If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**Wisconsin Residents:** If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**Notice to Utah Borrowers:** This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligation

**THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

You acknowledge that you have received a copy of this Agreement that contains the Credit Union's terms and conditions by signing or using the issued card(s). Information about the costs of the Credit Card Account described in this disclosure is current as of September 17, 2021. Please contact us at any branch, or by calling or writing the Credit Union if you wish to ascertain what changes, if any, have been made to the Credit Union's Visa credit card program since that date. PO Box 3930, Naperville, Illinois 60567-3930, Telephone Number 1-800-323-2611.