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VISA CREDIT CARD AGREEMENT

AGREEMENT ACCEPTANCE: In this Agreement, "Agreement" means this Credit Card Agreement. "Disclosure" means the Credit Card Account Opening Disclosure that accompanies this Agreement. This Agreement governs your Sentinel Federal Credit Union (SFCU) Visa Credit Card Account. You promise to pay for all transactions, fees, interest charges and any past due amounts assessed on your Account. Using your Account or making payments on it make this Agreement binding. The words "we," "us" and "our" mean SFCU which is the issuer of your credit card and lender for your Account. The words "you," "your" and "yours" mean everyone responsible for this Account. The word "card" means each card or other access device, such as Account numbers, that we give you to use your Account.

USING YOUR ACCOUNT: If you are approved for an account, SFCU will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to us. We may refuse to make an advance, may increase or decrease your credit limit, and/or terminate your account at any time for any reason not prohibited by law. Your Account is to be used only for personal, household or family purposes. You promise that you will not allow your Account to be used for illegal Internet gambling and you will not use it for any other unlawful purposes or transactions. If you let anyone use your Account, that person is an authorized user and you may request a card for each authorized user. Account information may appear on the authorized user's credit report. You are responsible for all use of your Account including charges by authorized users.

USING YOUR CARD: You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the Agreement and Disclosure. You may use your card to make purchases from merchants and others who accept your card. We are not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from us, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If we authorize ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. 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. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers and money orders. Transactions on your account may be declined for any of the following reasons: your Account is in default (including exceeding your credit line); operational matters; suspected fraudulent or unlawful activity, or any other reason we choose. If a transaction is declined for any reason, either by us or a third party we are not responsible for any losses.

PROMISE TO PAY: You promise to pay all charges (purchases, cash advances, balance transfers or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with us. If this is a joint account, the paragraph on Joint Accounts also applies to your account.

PERIODIC RATES: To get the monthly interest rate we divide the APR by 12.

FINANCE CHARGES: Daily Balance Method (including current transactions): New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

The Annual Percentage Rate is subject to change on the first business day of each month to reflect any change in the Index and will be determined by the Prime Rate on the last day of the previous month as published in *The Wall Street Journal* "Money Rates" table plus a margin. The Annual Percentage Rate will never be greater than 18.0%. Any increase in the annual percentage rate will take the form of additional payments shown as Total Minimum Payments on the statement. If the Index is no longer available, we will choose a new index which is based upon comparable information. The Annual Percentage Rate for your Card is based on certain credit-worthiness criteria. For the Annual Percentage Rate and monthly periodic rate that applies to your card, please refer to the separate Disclosure that accompanies this agreement. When you are sixty (60) days delinquent in making a payment, the monthly periodic rate on your account will increase to

1.50% per month, which is an Annual Percentage Rate of 18.0%. When your account has been paid current for six (6) consecutive months, the rate will revert automatically back to the rate in effect prior to delinquency. For our Visa Secured Card, the non-variable monthly periodic rate for purchases, cash advances and balance transfers is 0.8333%, which is an Annual Percentage Rate of 10.0%.

FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 the government-mandated rate in effect for the applicable central processing date. The exchange 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. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions that involve multiple currency conversions, including purchases, cash advances and credits to your account. A fee of 0.8% will be imposed on all foreign transactions that are single currency transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

PAYMENTS: Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 28 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 28 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3% of your Total New Balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. We also have the right to demand immediate payment of any amount by which you are over your credit limit.

PAYMENT ALLOCATION: Subject to applicable law, your minimum payments may be applied to what you owe us in any manner we choose. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

SECURITY INTEREST: You grant us a security interest under the Uniform Commercial Code and under any other applicable law rights we may have in any goods you purchase. You will give us a specific pledge of shares by signing a separate pledge of shares. Your 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. Your Account is secured by all other shares you have in any individual or joint account with us, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. If you should default you authorize us to apply the balance in your individual or joint share accounts to pay any amounts due on your Account. 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.

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 that we believe may substantially reduce your ability to repay what you owe. When you are in default, we have the right to demand payment of your account balance without giving you notice. If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

FEES: We may charge the following fees on your account. Refer to the accompanying Disclosure for applicable fee amounts and explanations of these fees.

- **Annual Fee:** If your account is subject to an Annual Fee, the fee will be charged to your account upon the issuance of your card. Each year following, the annual fee will be charged to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.
- **Foreign Transaction Fee:** If your account is subject to a Foreign Transaction Fee, a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.
- **Late Payment Fee:** If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on the Disclosure accompanying this Agreement.
- **Returned Payment Fee:** A fee will be charged for each returned payment.
- **Card Replacement Fee:** If your account is subject to a Card Replacement Fee, a fee will be charged for each replacement card that is issued to you for any reason.
- **Rush Fee:** If your account is subject to a Rush Fee, except as limited by applicable law, a fee may be charged to your account for each rush card that you request, providing delivery of the card is also available by standard mail service, without paying a fee for delivery.

LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION: You agree to notify us immediately, orally or in writing, at P.O. Box 700, Box Elder, SD 57719, or telephone (605) 923-1405 Monday through Friday 8:30 A.M. to 5:00 P.M. (MT) or 800-543-5073 seven (7) days a week, 24 hours a day, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.00.

CHANGING OR TERMINATING YOUR ACCOUNT: As permitted by law, we may change the terms of this Agreement and any attached Disclosure from time to time. You may close your Account at any time. You may be required to provide a closure request in writing. We may close your Account at any time for any reason, including Account inactivity, without notice. If we close your Account or decline any credit privileges or transactions, we will not be liable to you for any consequences that result. If you or we close your

Account, you and any authorized users must stop using your Account immediately. You will continue to be responsible for charges to your Account according to the terms of this Agreement. If this is a joint account, the paragraph on Joint Accounts of this Agreement also applies to termination of the account.

CHANGING OR TERMINATING AUTHORIZED USERS: Anyone you let use your Account is an authorized user. You may request another card for each authorized user. You are responsible for all use of your Account including charges by authorized users. You must notify us in writing if you want to terminate or change an authorized user on your Account. If you do, your Account may be closed and new cards issued with a different Account number.

CREDIT REVIEW AND RELEASE OF INFORMATION: You authorize us to investigate your credit standing when opening or reviewing your account. You authorize us to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s). If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those other people.

RETURNS AND ADJUSTMENTS: Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending us a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS: We may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

MERCHANT DISPUTES: We are not responsible for the refusal of any merchant or financial institution to honor your card. We are 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 we sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.

JOINT ACCOUNTS: If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that 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 the account and the termination will be effective as to all of you.

EFFECT OF AGREEMENT: 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.

NO WAIVER: We can delay enforcing any of our rights any number of times without losing them.

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.

SEVERABILITY AND FINAL EXPRESSION: This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

COPY RECEIVED: You acknowledge that you have received a copy of this Agreement and Disclosure. You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit agreement.

GAMBLING TRANSACTIONS PROHIBITED: Using your card to initiate any prohibited gambling transaction will result in the immediate cancellation and loss of your card.

PENALTY RATE DISCLOSURES: The Penalty Rate (APR) will be applied to your account if you make a late payment; go over your credit limit; make a payment that is returned; or do any of the above on another account that you have with us. Before we apply the Penalty Rate on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the Penalty Rate and when the rates will increase. If we do not increase your rate to the Penalty Rates when any of these events occur, we reserve our right to increase your rate to the Penalty Rate if any of these events occur in the future.

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:

Sentinel Federal Credit Union
PO Box 700
Box Elder SD 57719

You may also contact us on the Web: www.sentinelFCU.org

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 [or electronically]. 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 why we believe the bill was 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 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 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 [or electronically] at:

Sentinel Federal Credit Union
PO Box 700
Box Elder SD 57719
www.sentinelFCU.org

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.

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 (2) limitations on this right:

- 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
- The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.