



## Consumer Credit Card Account Disclosures & Agreement

INTEREST RATES AND INTEREST CHARGES	
<b>Annual Percentage Rate (APR) for Purchases</b>	<ul style="list-style-type: none"> <li>▪ Platinum Visa                    7.25% - 16.25%</li> <li>▪ Platinum MasterCard        7.25% - 16.25%</li> <li>▪ Ruby Rewards Visa            9.75% - 18.00%</li> <li>▪ Emerald Cash Back Visa      11.50% - 18.00%</li> <li>▪ When you open your account, the applicable APR is based on creditworthiness. After that, your APR will vary with the market based on the Prime Rate and will be adjusted quarterly.</li> </ul>
<b>Balance Transfer Annual Percentage Rate (APR)</b>	<ul style="list-style-type: none"> <li>▪ Platinum Visa                    7.25% - 16.25%</li> <li>▪ Platinum MasterCard        7.25% - 16.25%</li> <li>▪ Ruby Rewards Visa            9.75% - 18.00%</li> <li>▪ Emerald Cash Back Visa      11.50% - 18.00%</li> <li>▪ When you open your account, the applicable APR is based on creditworthiness. After that, your APR will vary with the market based on the Prime Rate.</li> </ul>
<b>Cash Advance Annual Percentage Rate (APR)</b>	<ul style="list-style-type: none"> <li>▪ Platinum Visa                    7.25% - 16.25%</li> <li>▪ Platinum MasterCard        7.25% - 16.25%</li> <li>▪ Ruby Rewards Visa            9.75% - 18.00%</li> <li>▪ Emerald Cash Back Visa      11.50% - 18.00%</li> <li>▪ When you open your account, the applicable APR is based on creditworthiness. After that, your APR will vary with the market based on the Prime Rate.</li> </ul>
<b>Paying Interest</b>	Your due date is approximately 25 days after the close of each billing cycle. We will not charge any interest on the portion of the purchases balance that you pay by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</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> .
FEES	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Cash Advance Fee</li> <li>• Foreign Transaction Fee</li> </ul>	<p>2% (minimum \$5.00)</p> <p>Up to 1% of the US dollar amount of the foreign transaction</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment Fee</li> <li>• Return Payment Fee</li> </ul>	<p>Up to \$25</p> <p>Up to \$25</p>

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

*These Account Disclosures for the WCCU Credit Union Platinum Visa/MasterCard; Ruby Rewards Visa Card and Emerald Cash Back Visa Card issued to you are part of and integrated with your Credit Card Agreement with WCCU Credit Union. We reserve the right to amend the Credit Card Agreement as permitted by law. The above rates and fees are effective as of October 12, 2020.*

*For questions please contact Cardholder Services 866.597.1585 Cardholder Services Signature/World Card: 866.599.6613*

This Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your Westby Co-op Credit Union Platinum Visa/MasterCard; Ruby Rewards Visa Card and Emerald Cash Back Visa Card and account issued by Westby Co-op Credit Union ("WCCU"). The terms and conditions of this Agreement will apply the same to each WCCU Card program except as specifically provided.

In this Agreement the words "you," "your," "yours," "applicant," and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Credit Union" mean WCCU Credit Union. The word "Card" means any one or more credit cards issued under this Account. If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which govern this Account.

**1. YOU PROMISE TO PAY.** You promise to pay us all amounts, plus any **Interest Charges**, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from your accounts.

**2. PURCHASES, CASH AND OVERDRAFT ADVANCES.** You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your Credit Line. You may use your Account to get cash advances from us. You may also use your Card to get a cash advance at ATMs, our branch offices, and at participating financial institutions. Our liability for wrongful dishonor is limited to your actual damages; however, a dishonor for reasons stated above is not a wrongful dishonor.

**3. CREDIT LINE.** If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

**4. MONTHLY PAYMENT.** We will mail you a statement every month if your Account has a balance. You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2.0% of your outstanding balance ("New Balance") or \$20.00, whichever is greater. If your outstanding balance is \$20.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts or money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum payment. The minimum monthly payment may be allocated at WCCU's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum monthly payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, **Interest Charges** will continue to accrue in accordance with this Agreement. Payments received at: WCCU, PO Box 70, Westby, WI 54665 at or before 5:00 PM Central Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Central Time, on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.

**5. SECURITY INTEREST/PLEDGE OF SHARES.** To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods which have not been paid for through application of your payments. You agree Collateral securing other consumer loans with WCCU (except loans secured by real property) will also secure this Account. You also pledge all of your present and future shares and any earnings thereon as security for obligations under your account. You understand that if you default on your Account we may apply all that is pledged to your Account (IRA and Keogh accounts are excluded from the Pledge of Shares).

**6. MONTHLY STATEMENTS.** Each month, we will send you a statement showing new purchases, cash advances, balance transfers, payments, and credits made to your Account during the billing cycle, your Previous Balance, your "Total New Balance," any **Interest Charges**, and any other charges. Your statement also will identify the remaining credit limit available and the Minimum Monthly Payment you must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance,

and other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

**7. INTEREST CHARGES.** The total outstanding balance of purchases, balance transfers and cash advances in the Account on the closing date of a billing cycle, including any **Interest Charges** will be shown on the Monthly Statement for that billing cycle as the “New Balance.”

**(a) Cash/Overdraft Advances.** An **Interest Charge** will be imposed on cash and overdraft advances from the advance posted to your account to the date paid. There is no time period within which to pay to avoid a periodic **Interest Charge** on cash and overdraft advances. In addition there is a cash advance fee (**Interest Charge**) of 2% of the amount of each advance (\$5 minimum).

**(b) Balance Transfers.** An **Interest Charge** will be imposed on balance transfers from the date the balance transfer amount is posted to your account to the date paid. There is no time period within which to pay to avoid a periodic **Interest Charge** on balance transfers.

**(c) Purchases.** An **Interest Charge** will be imposed on the portion of purchases included in the New Balance that remains unpaid within 25 days after the closing date. This “grace period” allows you to avoid an **Interest Charge** on purchases for a billing cycle. However, if you do not pay the New Balance for purchases within the grace period, your **Interest Charge** will accrue on any unpaid purchase transactions from the date of purchase.

## 8. CALCULATING INTEREST CHARGES.

**(a) Average Daily Balance.** The **Interest Charge** imposed on purchases, balance transfers and cash advances with respect to a Billing Cycle will be determined by multiplying the Average Daily Balance of purchases, balance transfers and cash advances by a Periodic Rate. The Average Daily Balance for purchases, balance transfers and cash advances is calculated separately. We take the beginning balance of cash advances, balance transfers or purchases in your account each day, add any new cash advances, balance transfers and purchases (whichever are applicable) and subtract any payments or credits (and unpaid **Interest Charges**). This gives us the Daily Balance. Then we add up all the Daily Balances of cash advances and purchases for the billing cycle and divide the totals by the number of days in the billing cycle. This gives us the “Average Daily Balances” for purchases, balance transfers and cash advances. **Interest Charges** start to accrue on cash advances, balance transfers and purchases from the date the cash advance, balance transfers or purchase is posted to your Account, and your Account balance is reduced when WCCU receives your payment or enters a credit. However, a portion of your balance that is the result of purchases has a different treatment if you pay that entire portion by at least twenty-five (25) days after we send your billing statement. An **Interest Charge** will be imposed on the portion of purchases included in the New Balance that remains unpaid within 25 days after the closing date.

**(b) VARIABLE INTEREST RATE.** Your Account has a variable rate feature based off of the Federal Reserve Prime Rate. Your rate is subject to change quarterly or when the Federal Reserve changes the Prime Rate. The Prime Rate plus the margin amount (based on your creditworthiness) will be the total Interest Rate. The Interest Rate includes only interest and no other costs. The margin for purchases, cash advances and balance transfers will fall within a range based upon your credit worthiness for each of the WCCU Card programs as follows:

Card Program	Margin Range
Platinum Visa	4.00% and 13.00%
Platinum MasterCard	4.00% and 13.00%
Ruby Rewards Visa Card	6.50% and 16.00%
Emerald Cash Back Visa Card	8.25% and 16.75%

The maximum Interest Rate is 18.00%. The amount of the margin and the current Interest Rate that will apply to your Account will be shown on the disclosures accompanying your Card.

For outstanding balances transferred from a prior WCCU Card program, the existing Interest Rate for your account will continue to apply until paid in full.

The Credit Union may offer introductory and promotional Annual Percentage Rates from time to time. At the end of any introductory or promotional period, the standard Annual Percentage Rate applicable to your account will apply. The Annual Percentage Rate applicable to your account will be disclosed to you with your Card and shown on each monthly statement. The “Total Interest Charge” shown on your monthly statement consists of the periodic **Interest Charge** on purchases, the periodic **Interest Charge** on cash advances.

**9. Fees and Charges.** We may impose fees and charges on your Account as set forth below. WCCU reserves the right to assess other fees in the future. You will be notified of any new fees as required by law.

**(a) Late Fee.** You agree to pay a late fee of \$25.00 for each minimum payment not paid by payment due date.

**(b) Returned Payment Fee.** A \$25.00 fee will be assessed against your Account when a check submitted for payment on the Account is returned, regardless of the reason.

**(c) Card Replacement Fee.** A \$10.00 charge will be assessed against your Account for each replacement Card you request.

**(d) Research and Copying Fees.** We may charge you \$20.00 per hour of research required if you request copies of any items or documents related to your Account. There is a \$3.00 charge for each statement copy you request and \$3.00 per copy for any transaction documents you request. If the request relates to a billing error and we determine that a billing error was made, any copying charges will be refunded.

**(e) Foreign Transaction Fees.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa/MasterCard International, Inc., is a rate selected by Visa/MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa/MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. In addition you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

**(f) ATM Surcharge Fees.** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.

**10. CONDITIONS OF CARD USE.** The use of your Card and Account are subject to the following conditions:

**(a) Authorized Card Use.** If you authorize anyone to use your Card

in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and you return all cards issued to you. If you fail to maintain the security of the Card and the Credit Union suffers a loss, we may terminate your Card and account services immediately. You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for any unauthorized use on the Account. You understand and agree that unauthorized use means the use of the card by someone other than you.

**(b) Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

**(c) Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**(d) Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received.

**(e) Personal Identification Number (PIN).** You will be required to select a Personal Identification Number ("PIN") for use with your Card in accessing your line of credit at automatic teller machines (ATM's), these numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying WCCU and changing your PIN immediately. You are responsible for any transactions made by such person until you notify us that transaction and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your PIN and WCCU suffers a loss, we may terminate your card and account services immediately.

**11. LOSS OR THEFT OF CARD.** You agree to notify us immediately, orally or in writing, at WCCU, PO Box 70, Westby, WI 54667, or telephone 608.634.3118 or toll free 866.597.1585 of the loss, theft or unauthorized use of your Credit Card. For [Visa Signature](#)

card please call 866.599.6613 If you notify us of your lost or stolen credit card after discovery, you may not be liable for any losses related to credit transactions. You may not be liable for an unauthorized transaction, as long as you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware, you promptly report the loss or theft to us, otherwise your liability for unauthorized credit card transactions shall not exceed \$50.

Your consumer liability may be \$0 for fraud, theft or loss of a MasterCard if you meet the following three rules as a condition of \$0 liability: the activity involves a MasterCard, you have exercised reasonable care in safeguarding the MasterCard from risk or loss or theft, you have not reported two or more incidents of unauthorized use of the MasterCard within the preceding twelve months, the MasterCard account is in good standing, you are a natural person, and the MasterCard is not used primarily for business, commercial, or agricultural purposes. Your liability may be \$0 for fraud, theft, or loss of consumer Visa card, unless you have been grossly negligent or have engaged in fraud.

**12. DEFAULT.** You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any applicable fees and costs. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fee and costs may be added to your Account balance and will bear interest at the Interest Rate in effect at that time. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

**13. CREDIT REPORTS AND NOTICE OF NEGATIVE INFORMATION.** You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection and repricing or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing. We may report information about Your Account to credit bureaus. Late payments, missed payments, or other defaults on Your Account may be reflected on Your credit report.

**14. GOVERNING LAW.** This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Wisconsin. If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

**15. AMENDMENTS.** We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations of applicable law and providing you at least 90 days' prior written notice as permitted by Section 422.415 of the Wisconsin Statutes.