

Business Rewards VISA Credit Card Agreement

In this Agreement the words “you” and “your” mean each and all of those who sign the application or use the credit card(s) or convenience check(s). “We”, “us” and “ours” means this Credit Union. “Card” means the TopLine VISA Credit Card and any duplicates, renewals or substitutions (including convenience checks) we issue to you. “Account” means your TopLine VISA Credit Card Line of Credit Account with us. “Agreement” refers to this Visa Credit Card Disclosure/Terms and Conditions Agreement. “APR” means Annual Percentage Rate.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individual or business) who opens an account. What this means for you: when you open an account, we will ask for your name, street address (P.O. Boxes are not allowed under Federal law), date of birth and other information (including your Social Security Number or Tax Payer Identification Number) that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

1. **Issuance of Card(s).** We will issue Card(s) embossed as you direct in your application for the Account. Each person who signs the application or becomes an Authorized User by your permission and acknowledged by us will receive cards embossed with their names. Each person who receives Card(s) will immediately, upon receipt of the Card(s), sign the back before using. Before using your Card(s), call the phone number on the card sticker to activate. You agree not to let someone who is not joint or an Authorized User use your Card(s). If you do, you are agreeing with us that you authorize all use that person makes on your Card(s) and therefore, you will be liable for all such use.

2. **Credit Line.** Once approved, you will receive a line of credit with a credit limit determined by us. You may request an increase to your credit line at any time by a method acceptable to us. You agree not to exceed the credit limit. However, should an attempted transaction exceed the credit limit, TopLine may advance an amount that exceeds the credit limit. TopLine may reduce your credit line from time to time based on an evaluation of your credit worthiness. If we reduce your credit limit, we will provide you with notice to the extent required by law.

3. **Using Your Account.** You may use your Card(s) to purchase goods and services from merchants and others who accept VISA. However, this Visa Account may not be used for any illegal transactions. Cash advances may be obtained from us, from other financial institutions who accept VISA cards, or from automated teller machines (ATMs) displaying the Visa logo. To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) issued for this Account. We are not responsible for the refusal of any merchant or financial institution to honor your Card(s).

4. **Responsibility.** You agree to pay all charges on this Account that are made by you, a joint signer or authorized user. This includes all purchases, cash advances, FINANCE CHARGES, and other charges or fees added to your Account under the terms of this Agreement. If this is a joint Account, each person on the Account will be held 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 credit purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective to all of you. 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.

5. **Payments.** Each month you must pay at least the minimum payment shown on your monthly statement by the date specified on the statement. The Minimum Payment required is the total New Balance as shown on your monthly billing statement if the amount is under \$10.00. If the New Balance exceeds \$10.00, the Minimum Payment is 2.00% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$10.00 whichever is greater.

6. **FINANCE CHARGES.** You agree to pay for all Purchases, Cash Advances and Balance Transfers plus FINANCE CHARGES as described below and any other fees imposed on each of your credit card accounts.

A) FINANCE CHARGES shall be calculated by applying a Monthly Periodic Rate (1/12 of the ANNUAL PERCENTAGE RATE) to the average daily balance of both your Purchases, Cash Advances, and any Balance Transfers. The Monthly Periodic Rate and ANNUAL PERCENTAGE RATE are variable rates and may change from time to time for each credit card account. FINANCE CHARGES will be imposed as follows:

1. We figure a portion of the interest charge on the Purchases portion of your account by applying the Monthly Periodic Rate to the Average Daily Balance of the Purchases portion of your account including current transactions. 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.

2. We figure a portion of the interest charge on the Cash Advance and your Balance Transfer portion of your account by applying the Monthly Periodic Rate to the Average Daily Balance of the Cash Advance portion of your account including current transactions. To get the Average Daily Balance we take the beginning Cash Advance and Balance Transfer balance of your account each day, add any new advances and Balance Transfers and subtract any payments, or credits. This gives us the Cash Advance and Balance Transfer daily balance. Then, we add all the Cash Advance daily balances and the Balance Transfer 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 for Cash Advances and Balance Transfers.

B) An interest charge will be imposed on the portion of purchases included in the new balance that remains unpaid 25 days after the closing date. This "grace period" allows you to avoid an interest charge on purchases for a billing cycle. However, to the extent you do not pay your purchase transactions within the grace period, your interest charge will accrue from the date purchases are posted to your account. Interest charges on cash advances and balance transfers will accrue from the first day of the billing cycle in which cash advances and balance transfers are posted to your account.

C) The FINANCE CHARGE will be imposed on all Cash Advances and your Balance Transfers, regardless of the amount, from the date made to the date paid. There is no grace or other time period within which to pay the Cash Advance new balance to avoid this portion of the FINANCE CHARGE.

D) The FINANCE CHARGE on each credit card account shall be calculated from the Monthly Periodic Rate and cash advance fee (FINANCE CHARGE) as applicable.

Variable Rate Information. The variable rate on your card is determined by adding a "Margin" to an "Index Rate". For each billing period, the "Index Rate" we will use is the highest rate identified as the Prime Rate which appears in the "Money Rates" section of The Wall Street Journal on the last day of the calendar months of March, June, September and December.

The "Margin" for purchases, cash advances and balance transfers will be determined by our review of your credit report, information you provide on the application and other relevant information available to TopLine. If the index has changed, the new variable rates will take effect as of the first day of the first billing cycle that begins on or after the first day of each calendar quarter. Your APR for Purchases, Cash Advances and Balance Transfers may vary (except during the Introductory Period with respect to Balance Transfers). If the Prime Rate and corresponding Annual Percentage Rate increase, the Finance Charge will increase and your Minimum Payment may be greater.

The Visa Card you received will determine which "Margin" is applicable to your card.

VISA Business: As indicated on the front of your card stating "Business"

The "Margin" added to the "Index Rate" will be 8.50% on purchases, cash advance, and balance transfers as determined by the factors stated above. The ANNUAL PERCENTAGE RATE and Periodic Rate applicable to your account will be based upon your credit qualification and margin assigned to you and will be disclosed on a separate disclosure at the time of account opening and shown on each monthly statement.

You may not qualify for the lowest Annual Percentage Rate. Except in the event of default, the Annual Percentage Rate will never be greater than 17.89%.

Risk-Based Pricing. Risk-based pricing is a system that evaluates the risk factors of your application and credit profile and adjusts the variable rate margin up or down based on this risk evaluation which may affect the Annual Percentage Rate on your account. To the extent allowed by the law, rate changes may occur on your account and will be subject to advance notice when required. We will utilize this process at account opening and for the duration that your account is open.

At least bi-annually, we will obtain a credit score that ranks your credit history from a consumer report provided by: Equifax Credit Information Services, Inc. PO Box 740241, Atlanta GA 30374, 1-877-322-8228. To the extent allowed by law, we may change the terms of your account based upon the information contained in the report. You have a right to obtain a copy of your consumer report from the consumer agency without charge by calling the toll free number above.

Default APR will apply to any Account that is in default. An Account is in default if the minimum payment is 30 or more days past due at the time the statement is generated or as defined in this Agreement. The default APR on the existing balance and any new purchases, cash advances or balance transfers is 17.89%, with a maximum monthly periodic rate of 1.49%. **The default APR will remain in effect until the Account has a current payment history for six (6) consecutive months.** At such time, we will adjust the Index and Margin to equal a periodic rate and corresponding APR consistent with our review of your credit history.

7. Additional Charges or Fees. The following charges or fees may be imposed on your account, in the amounts set forth on the attached list of Rates and Charges: (1) a Late Payment Fee of up to \$25.00 will be assessed to your Account if the minimum payment is not paid by the stated due date; (2) a Returned Check or Item Fee of up to \$25.00 will be assessed if a check, share draft or automatic payment used to pay on your Account is returned unpaid, or if a convenience check drawn on your account is returned; (3) a Cash Advance Fee of \$10.00 or 2% of the amount of each cash advance may be imposed at the time of each cash advance; (4) a Balance Transfer Fee of \$10.00 or 2% of the amount of each transfer, whichever is greater may be imposed at the time of each balance transfer; (5) a Replacement Card Fee of \$15.00 will be charged at the time of your request for a new credit card. If you request Rush Delivery for a replacement card, a Replacement Card Fee of \$35.00 will be charged at the time of your request.

8. Default.

You will be in default if: (a) you fail to make any payment on time; (b) if you fail to keep any promises you have made under this Agreement or under other Agreements you have with us; (c) if you die; (d) if you file a petition in bankruptcy or have a bankruptcy petition filed against you, or if you become involved in any insolvency, receivership or custodial proceeding; (e) if anyone attempts to take any of your funds held by us via legal process or if you have a judgment or tax lien filed against you; (f) if you make any false, inaccurate, or misleading statements in any credit application or credit update; or (g) if we, in good faith, believe that your ability to repay what you owe is or soon will be impaired, or that you are unwilling to make your payments.

If you are in default, we have the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying Interest Charges until what you owe has been paid, and any shares that were given as security for your account may be applied toward what you owe. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any cost incurred in the recovery of the Card. 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

9. Reissue. We will review your loan file at least once every six (6) months to investigate, reassess, and determine your credit worthiness. We reserve the right to continue, revoke or adjust the credit limit on your account. We may require reapplication in order to determine if your account will be reissued. At any time we may request, and you will give information to us as we deem necessary to re-evaluate your account and your credit worthiness. You authorize us to investigate your credit standing at any time, and you authorize us to disclose your account information to credit bureaus and other creditors who ask about your credit standing.

10. Unlawful Use (e.g. Internet Gambling). You agree that illegal use of your Card(s) will be deemed an action of default and/or breach of contract and your Account and other related services may be terminated at the credit union's discretion. You further agree, should illegal use occur, to waive any right to sue the credit union for such illegal use or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold the credit union harmless from any suits or other legal action or liability directly resulting from such illegal use.

11. Reporting Loss or Theft of Card(s).

You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. Call or write to us at (800) 446-7728 or TopLine Financial Credit Union 9353 Jefferson Highway Maple Grove MN 55369

You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation. You will be liable for any unauthorized use only if we can prove that you were grossly negligent in your use or handling of your Card, or if we can prove that you used your Card fraudulently.

12. **Effect of Agreement.** We 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 any notice of a change to this Agreement will indicate your acceptance of the change. To the extent that the law permits, and indicated in the notice to you, the change will apply to your existing Account balance as well as any future transactions.

13. **Termination.** Either you or we may terminate this Agreement at any time, but termination by you or us will not affect your obligations to pay the Account balance plus any finance or other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card(s) you receive remain the property of us and you must recover or surrender to us all card(s) upon request or upon termination of this Agreement, whether by you or us. We have the right to require you to pay the full Account balance at any time after your Account is terminated, whether it is terminated by you or us. As required by law, we will notify you if we terminate this Agreement or reduce your credit limit. You agree to send us a written request of your intent to terminate this Agreement.

14. **Foreign Transactions.** Purchases or cash advances you make in foreign countries and foreign currencies will be converted and billed to you in U.S. dollars according to VISA rules then in effect governing foreign transactions.

15. **Returns and Adjustments.** Merchants and others who honor your Card(s) may give you credit for returns or adjustments by issuing 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 or cash advances. If the credit balance is \$1.00 or more, it will be refunded upon your written request, or automatically following six (6) months.

16. **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given us. Such statements shall be deemed correct and accepted by you unless we are notified to the contrary in writing within 60 days of mailing such statement. Notice sent to anyone of you will be considered notice to all of you.

17. **Important Information for Signature Rewards card holders.** 1.5 Points will be earned for each dollar of purchases; program has No annual fee. Your Account must be open and in good standing to redeem rewards. No points are earned for cash advances, convenience checks, or balance transfers. Reward Points cannot be used with any other offer, promotion, or discount and cannot be earned from, transferred to, or combined with any other points program. TopLine reserves the right to change the terms and conditions of this program at any time. If we chose to terminate the program, Cardholders will be given 90 days to redeem accumulated Reward Points. Reward Points will expire 5 years from the end of the calendar year in which they are earned, and will expire on a first-in, first-out basis annually. Your Account statement will show the number of Reward Points earned. Points are non-transferable and will be forfeited if your Account is closed by you or by us. Any income tax implications imposed by receiving items are the sole responsibility of the cardholder. Please consult your tax advisor. Some restrictions and limitations may apply. Complete details on the Rewards program will be sent to you once your Account has been opened. The Credit Union has the right to change the Rewards program at any time.

18. **No Waiver.** We can delay enforcing any of our rights any number of times without forfeiting them.

19. **Signatures.** By signing in the Signature area of the application form, you agree to the terms of this Agreement. You should retain this Agreement in your records for future reference.

20. **Copy Received.** You acknowledge receipt of a copy of this Agreement.

21. **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:

TopLine Financial Credit
Union 9353 Jefferson Hwy
Maple Grove, MN 55369

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 of the amount you question even if your bill is correct.

22. Special Rules for Credit Card Purchases. *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* at:

TopLine Financial Credit
Union 9353 Jefferson Hwy
Maple Grove, MN 55369

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.