

## LOW RATE VISA® CREDIT CARD AGREEMENT & DISCLOSURE

INTEREST RATES AND INTEREST CHARGES	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.49%</b> After that, your APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>10.49%</b> After that, your APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Balance Transfers</b>	<b>0.00%</b> Introductory APR for the first 15 billing cycles after account opening, on transfers initiated within 90 days of card opening. After that, your APR will vary with the market based on the Prime Rate.
<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 (including balance transfers) if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>
<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>	<b>None</b>
<b>Introductory Balance Transfer Fees</b>	The greater of \$25.00 or 3% of the amount of the balance transfer
<b>Transaction Fees</b> • International Transaction Fee	\$0.00
<b>Penalty Fees</b> • Late Payment • Returned Payment Charge	Up to \$25.00 Up to \$25.00
<b>Other Fees</b> • Statement Copy Fee • 2-Day Rush Card Fee • Instant Reissue Card Fee • Payment by Phone Fee	\$ 0.20 per page \$30.00 \$ 5.00 \$ 5.00

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (excluding new purchases)."

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Additional Disclosures Required by Federal Law.

**Frequently Used Terms:** For the purposes this document, "Agreement" is defined as all disclosures and terms that are included in the LOW RATE VISA CREDIT CARD AGREEMENT & DISCLOSURE (also referenced in the Application as the "Consumer Credit Card Agreement and Disclosure").

### MILITARY LENDING ACT DISCLOSURES

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).

## **ADDITIONAL DISCLOSURES REQUIRED BY FEDERAL LAW**

1. **ADJUSTABLE INTEREST RATE and INTEREST CHARGES:** This section explains how we calculate rates applicable to your account. This VISA loan has a variable rate, which means that your APR may increase or decrease each billing cycle while you maintain your account with us.

**(A) The Index:** The APR is subject to change each billing cycle based on an increase or decrease in the Prime Rate Index (hereafter, Prime). Prime is the highest Prime Rate Index published in The Wall Street Journal "Money Rates" section on the 13th day of each month. If the Wall Street Journal is not published on that day, then we will use the immediately preceding edition. If Prime is no longer available, we will choose a new index that is based upon comparable information. We will give you notice of this choice.

**(B) Calculation of Interest Charges:** We calculate your APR for Purchases, Balance Transfers, and Cash Advances by adding 3.74%, an amount which we call the Margin, to the Prime. Even if the Margin and Prime could be higher, the rate on any transaction type will not exceed 24.99% APR. Purchases, Balance Transfers, and Cash Advances made on your Account will be subject to an INTEREST CHARGE at a Daily Periodic Rate of 0.0287%, which corresponds to an **ANNUAL PERCENTAGE RATE (APR) of 10.49%**.

**(C) Change Date:** Your new interest rate will become effective on the first date of your billing cycle. The billing cycle and changes in your APR will be provided to you on your periodic statement or through a separate notice.

**(D) Introductory Balance Transfer Rate Change and Introductory Balance Transfer Fee:** Balance Transfers made on your account within 90 days of account opening will be subject to a INTEREST CHARGE at a Periodic Rate of .0000%, which corresponds to an **ANNUAL PERCENTAGE RATE (APR) of 0.0000%**. The Introductory Balance Transfer rate will be applicable for 15 billing cycles from the account opening. Introductory Balance transfers will have a fee of the greater of \$25 or 3% of the amount of the balance transfer. After the first 15 billing cycles is complete, the portion of the balance transfers remaining that qualified for the introductory APR of 0.0000% will then be subject to a finance charge at the Adjustable Interest Rate that will vary with the market based on Prime plus the Margin.

**(E) Introductory Balance Transfer Offer Exclusion:** Loan or credit card balances from Dow Credit Union are not eligible for the introductory balance transfer offer.

**(F) Introductory Balance Transfer Offer Expiration:** Beginning on the first day after the account has been open for 90 days, new balance transfers no longer qualify for the Introductory Balance Transfer rate.

To avoid paying INTEREST CHARGES on the balance of Purchases (including Balance Transfers) reflected on your monthly statement and, on any new purchases appearing on your next monthly statement, you must pay the New Balance of Purchases, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date. The INTEREST CHARGES for a billing cycle are computed by applying your monthly periodic rate to the Average Daily Balance of Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by subtracting from the previous balance of Credit Purchases any payments received and credits as posted to your account, but excluding any unpaid Interest Charges and new purchase transactions.

The INTEREST CHARGE on Cash Advances begins to accrue on the date you obtain the Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. The INTEREST CHARGES for a billing cycle are computed by applying your monthly periodic rate to the Average Daily Balance of Cash Advances. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new Cash Advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

You can always keep the INTEREST CHARGE to a minimum by making payments, whatever the amount, as promptly and as often as possible.
2. **MINIMUM PAYMENT:** We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of Purchases and Cash Advances, the Total New Balance, the INTEREST CHARGE due to date, and the Minimum Payment required. Every month you promise to pay at least the Minimum Payment by the date listed and to the address shown on your statement. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the INTEREST CHARGE by doing so. The Minimum Payment will be either (a) 2% of your Total New Balance, or \$25.00, whichever is greater, or (b) your total New Balance, if it is less than \$25.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Line, you agree to immediately pay the excess.
3. **FEES AND CHARGES:** You agree to pay the various fees and charges related to this Agreement and included in the Rate and Fee Schedule that is accessible to members upon request. You agree to pay any related charges that are imposed as a result of your use of the VISA Credit Card or an ATM. Current fees associated with the VISA Credit Card include:
  - **Late Payment:** If the required minimum payment due under this Agreement is not paid within five days after the Closing Date subsequent to the Payment Due Date, your account may be charged, and you agree to pay, LATE CHARGE of **\$25.00**. No further late charges will be imposed after this Agreement has become due and payable in full due to default as specified in the section of the Agreement entitled "Default."
  - **Return Payments:** If your payment is not honored by your Financial Institution, a RETURN PAYMENT PENALTY FEE of up to **\$25.00** may be assessed. Checks returned NSF (Non-Sufficient Funds) or UCF (Uncollectible Funds) are subject to electronic ACH representation.
  - **International Transaction Fee:** **\$0.00**
  - **Statement Copy Fee:** Your account may be charged, and you agree to pay, a STATEMENT COPY FEE of **\$0.20** per page whenever you request an additional copy of your statement.
  - **2-Day Rush Card Fee:** In general, there is no fee for lost Card replacement. However, if you ask us to expedite the delivery of a replacement card, your account may be charged, and you agree to pay, a 2-Day Rush Card Fee of **\$30.00**.
  - **Instant Reissue Card:** At your request, in person at a location equipped to instant issue cards, we may charge an Instant Issue Replacement Card Fee of **\$5.00**.
  - **Payment by Phone Fee:** If you call us and ask us to apply a payment to your account, your account may be charged, and you agree to pay, a Payment by Phone Fee of **\$5.00**.

4. **SECURITY INTEREST.** As a condition of us granting you credit under the Agreement, you hereby agree to grant us a security interest in all future shares and deposits with us, except Individual Retirement Accounts and other accounts which provide tax benefits under state or federal laws, to secure the credit card Account. Upon default under the Agreement you agree that we may apply all of your shares and deposits subject to this security interest to pay amounts due on the account under the Agreement. You also agree to grant us a security interest in collateral (other than collateral consisting of (i) real estate that is your principal residence; or (ii) household goods) securing other loans with us to secure credit under the Agreement.

#### **TERMS GOVERNING THE USE OF YOUR CARD**

THIS IS YOUR AGREEMENT WITH DOW CREDIT UNION REGARDING RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH YOUR LOW RATE VISA CREDIT CARD. PLEASE READ THIS DISCLOSURE CAREFULLY TO BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILITIES. IT IS IMPORTANT TO RETAIN THIS NOTICE FOR FUTURE REFERENCE AND TO NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

1. **WORDS OFTEN USED IN THIS AGREEMENT.** The word "Agreement" means this Dow Credit Union Low Rate VISA Credit Card Agreement. In this Agreement, the words "you" and "your" mean or refer to each and all persons who have applied for the Card or Cards. "Card" means the Low Rate VISA Credit Card or Cards, and any duplicates and renewals thereof, or substitutions thereof, we may issue to you. "Account" means your Low Rate VISA Credit Card account with us. "We," "us" and "ours" means or refers to Dow Credit Union.
2. **THIS IS YOUR CONTRACT WITH US.** When your application is accepted by us, it becomes a binding contract. When you use the Card, or allow an authorized user to use the Card, you promise to abide by the terms of this Agreement including all applicable laws. This Agreement is a Truth-in-Lending Disclosure Statement as well as a contract.
3. **SIGN THE CARD AND KEEP THIS AGREEMENT.** You must sign the card before you use it. By using the Card, you are agreeing to comply with the terms of this agreement. However, your liability under this Agreement does not depend on whether you sign your Card. You should read this agreement and keep a copy for future reference.
4. **USING THE CARD.** We will send you a Card or Cards embossed as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as embossed on the front of the Card. To make a Purchase or Cash Advance, present the Card to a participating VISA plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft which will be imprinted with your Card. Please note that we are not responsible if a particular VISA plan merchant or financial institution refuses to honor your Card. You will receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement. We may, upon request, furnish you with a copy of a draft *if* one is available. You may use your Card to make purchases and cash advances primarily for personal, family, or household purposes, and not for business or commercial purposes. In addition, you may obtain cash advances from the Credit Union or from other financial institutions that accept VISA Cards or ATMs that accept VISA Cards. Whenever you request an advance, we may require you to prove your identity. When the amount advanced appears on a subsequent statement that will be conclusive evidence of the request. To obtain an advance at an ATM you must use a Personal Identification Number (PIN) that was issued for use with the Card.
5. **ILLEGAL TRANSACTIONS.** You agree that you will only use your Account for transactions that are legal where you reside. Internet gambling may be illegal in the jurisdiction in which you are located. Display of a payment card logo by an on-line merchant does not mean that the transaction with that merchant is legal where you reside. You agree not to use your Card for any illegal transactions. We will not be liable if you engage in any illegal transactions.
6. **PROMISE TO PAY.** If we approve your application and issue you a Card, you promise to repay to us all debts and the INTEREST CHARGE thereon arising from any authorized use of the Card. You agree not to let someone else use the card. If this Agreement is signed by two persons, the Account is joint; that is, each of you, separately and jointly with each other, is liable for all debts on the Account and INTEREST CHARGE thereon. Your obligation to pay all such debts and INTEREST CHARGE thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and INTEREST CHARGE.
7. **CREDIT LIMIT.** If we approve your application, we will establish a self-replenishing credit limit for you and will notify you of the amount thereof ("credit limit") in the mailer in which we will send you your Card. That mailer is hereby incorporated herein as part of this Agreement. You agree not to let your Account Balance exceed such amount, and you agree to pay us the total amount over the credit limit upon our demand whether or not we authorized the advance(s) which caused you to exceed your credit line. Unless you are in default, each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by a written application, which must be approved by us.  
We may increase or decrease the limit from time to time or may, with good cause, revoke your Card and terminate this Agreement; in either event, we will give you written notice of such action. "Good Cause" includes your failure to satisfy the terms of this Agreement or our adverse reevaluation of your Credit worthiness; in either event, we will give you written notice of such action. In the event your account is cancelled or revoked due to default, the balance at the time of default may be transferred in-house with the Credit Union and, as a consequence thereof, be included within your Revolving Credit Agreement for collection at the same rate as set forth in the Revolving Credit Agreement. However, you may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and INTEREST CHARGE thereon arising from authorized use of your Card.  
The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement. We reserve the right not to re-issue a Card when an Account has been inactive for more than 12 months at the time it is scheduled to be reissued. In addition, for security reasons, your Card may be disabled within 60 days of its issuance if the Card has not been activated within that time.
8. **JOINT ACCOUNTS.** If more than one person signs the application, each person who signs it promises to pay all amounts owed to us under this Agreement. Each of you authorizes the other(s) to make purchases, withdrawals or cash advances individually. Any one of you may cancel the Account. The cancellation will be effective to all of you. Each of you is jointly and severally obligated. This means that we may collect money owed to us from each of you or from all of you regardless of your current domestic relationship or other legal proceedings. In any event, all of you will continue to be jointly and severally obligated until all cards are returned and the debt is extinguished.
9. **AUTHORIZED USERS.** You may allow Authorized Users on your Account in the following ways: (1) notifying us that you want someone added to the account as an Authorized User; (2) by lending your Card or Account Number to another; or (3) by any other means in which you would be legally considered to have allowed another to use your Account or be legally prevented from denying that you did so. You should think carefully before you allow someone to become an Authorized User. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making Purchases, Cash Advances, Balance Transfers and allowing others to use your Account. Your Account does not permit you to

limit the nature or amount of authority you give to any Authorized User and you agree that you will not attempt to do so. An Authorized User's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions we cannot prevent after you notify us.

10. **PERIODIC STATEMENTS.** We will mail you a statement every month showing your previous balance, purchases and cash advances, payments made on your account, periodic rate, annual percentage rate, finance charge and its method of computation, any other charges, grace period, payment due date, procedures for error resolution, Minimum Payment required, and the closing date with corresponding New Balance for the billing cycle. You may not receive a statement on your Account if there has been no activity or if collections procedures have been initiated against you because you are in default. Each statement is deemed to be a correct statement unless you establish a billing error pursuant to the Federal Truth in Lending Act as described in this Agreement.
11. **PAYMENT AND PAYMENT ALLOCATION.** Provided your Account has a balance, a minimum monthly payment is due each and every month, even if you pay more in a given month than what is required. You agree to make payments in U.S. dollars drawn on a U.S. bank. We will apply your payments in any manner we choose, at our discretion, except as otherwise provided by law. All payments will be processed as of the close of the business day on which they are received. We reserve the right to change the manner in which payments are allocated.
12. **DISPUTED BALANCE PAYMENTS.** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to the attention of the Credit Card Disputes Department, Dow Credit Union, 600 E Lyon Rd, Midland, PO Box 1649, MI 48641-1649. We reserve all our rights regarding these payments (e.g. if it is determined that there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it, or destroying it. All other payments that you make should be sent to the appropriate payment address.
13. **DEFAULT.** You will be in default and we may, to the extent permitted by law, terminate your credit line and declare the entire unpaid balance of the account immediately due and payable, under any of the following conditions:
  - you fail to make the minimum payment by the statement payment due date;
  - you breach any other promises made in or conditions of the Agreement and/or any other agreement with us;
  - you use your card for an illegal transaction;
  - if you become involved in any insolvency, receivership, guardianship, conservatorship, or any other proceeding which determines you are incapable of managing your financial affairs, including filing for Bankruptcy;
  - you have made a false or misleading statement in your credit application and/or in your representation to us while you owe money on your account;
  - a judgment or tax lien is filed against you or any attachment or garnishment is issued against any of your property or accounts, including anyone starting an action or proposing to seize any of your funds on deposit with us;
  - we in good faith determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, time being of the very essence;
  - you die; or
  - government action precludes us from imposing the annual percentage rate or a government authority has notified us that continued advances constitute an unsafe and unsound practice.
14. **COLLECTION COSTS.** You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including, but not limited to, attorney fees and expenses incurred by us in the enforcement of this agreement.
15. **DELAY OR FAILURE TO ENFORCE.** We do not lose our rights under this or any related agreement if we delay or fail to enforce them. We can accept late payments, partial payments or any other payments without losing any of our rights under this Agreement.
16. **NOTIFICATION OF ADDRESS CHANGE.** You agree to notify us promptly if you change your name, address or telephone number.
17. **ADDRESS FOR NOTICES TO US.** Except as otherwise expressly provided, all notices under this Agreement must be in writing and mailed to DOW CREDIT UNION, 600 E LYON RD, PO BOX 1649 MIDLAND, MI 48641-1649.
18. **CHANGE IN TERMS.** From time to time, we may amend this Agreement by mailing a written notice of the amendment to you at the last address shown for you in our records. In the event the terms we are changing require advance notice by law, we will comply with the requirements of that law.
19. **YOU MAY CANCEL THE ACCOUNT.** You may cancel the account whenever you choose. If you do, you agree to cut each Card in half and return it to us at the address shown in Section 17 above, along with your written notification that you wish to cancel the account. Such cancellation will become effective within five days after the notice is received by us. You will still be responsible for the repayment of any outstanding balance on your account and any other amounts that have not yet been billed to you.
20. **WE MAY CANCEL THE ACCOUNT.** We have the right to cancel the account at any time upon written notice sent to you at the last address shown for you in our records. If we cancel the Account, you agree to discontinue the use of the Cards, and to return the Cards to us, at our request.
21. **CREDIT REPORTING AGENCIES.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding our experience with you under this Agreement to consumer reporting agencies, bureaus and other creditors. If you request it we will provide the name and address of each consumer reporting agency used for this purpose. If you believe we have reported inaccurate information about you to a consumer reporting agency, please notify us at the address provided above in Section 17. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that contains the alleged inaccurate information, please send us a copy of that report as well. **You are hereby notified that negative information will be provided to appropriate consumer reporting agencies if you fail to perform your obligations under this agreement.**
22. **TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal location, or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with each statement. You must retain the copy of such slips furnished at the time of each transaction in order to verify the transactions listed on your statement. You agree to pay a reasonable fee for photocopies of transaction slips that you request.
23. **CREDITS.** If merchants who honor your Card give you a credit for returns or adjustments, they will do so by sending us a credit slip which we will post to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account we will credit such excess to the Account and, if the amount is \$1.00 or more, we will credit it to your credit union share account after two (2) months or upon your written request.
24. **INTERNATIONAL TRANSACTIONS.** If you incur charges in any foreign country or in any foreign currency, such charges will be converted to U.S. dollars. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selec-

ted by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date.

**25. TRANSACTIONS WITH MERCHANTS.**

- Return Policies – If a merchant discloses a policy such as but not limited to “no returns,” “no refunds,” “as is,” or “all sales final” you will be bound by that policy when you use your Account to buy goods or services from that merchant.
- Reservations – When using your Account to make a travel or lodging reservation, obtain the merchant's cancellation policy and follow it if you wish to cancel. If you cancel, obtain the merchant's cancellation number that they are required to provide to you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number.
- Recurring Transactions – If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant, and not us, when you want to discontinue the repeat transactions.
- Dispute Access – If you disagree with a transaction on your statement or have a dispute with a merchant as a result of a transaction, you agree to provide us with information and assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have, unless we are prohibited by law from holding you liable for our loss.

**26. CARD AGREEMENT.** You understand that your VISA Credit Card is issued by us, remains our property, and is subject to rules governing ATM networks, which financial institutions must follow. The cards are not transferable. By using your card, you are agreeing to the following additional terms: (1) To abide by the rules and regulations and those of the participating ATM network as may be amended; (2) That we and the ATM network may follow all electronic instructions given through the ATM; (3) that we may restrict the use of or terminate your card at any time without notice to prevent loss to your account or to the Credit Union; (4) your Card may not be used for any illegal transaction.

**27. DAILY LIMITS.** You agree to adhere to any daily limits established by the Credit Union in conformance with the ATM network agreement and which are subject to modification to preserve the integrity of the ATM network and prevent loss to the Credit Union or its members. You may be restricted to no more than three cash advances per day, and no more than \$500 per day, for transactions made at an ATM.

**28. PERSONAL IDENTIFICATION NUMBER (PIN).** Generally, you will receive a Personal Identification Number (PIN). You agree to keep the PIN confidential. You also agree you won't write the PIN on the Card or anything you keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a Purchase is agreed to constitute your signature for purposes of such transactions. You can also use your card together with your Personal Identification Number (PIN) to get a Cash Advance from an Automated Teller Machine (ATM) in the VISA Network, to get a Cash Advance from a VISA financial institution, or to make a Purchase from a merchant that uses the Card in an electronic terminal that accesses the VISA system. IF YOU FORGET OR DO NOT ENTER YOUR PIN CORRECTLY, THE ATM MAY KEEP YOUR CARD THE THIRD TIME THE PIN IS ENTERED INCORRECTLY. THIS PROCEDURE IS FOR SECURITY MEASURES. KEEP YOUR PIN IN A SECRET PLACE. If you authorize us to issue a Card to anyone else for use through any electronic access device, you are authorizing that individual to withdraw funds from any account which can be accessed by that card, regardless of whether that individual is authorized to withdraw money from the account for any other means.

**29. LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** We will not be liable for transactions that are not completed if any of the following circumstances apply:

- Through no fault of ours, you do not have sufficient funds available in your credit line;
- The transaction would cause you to exceed your credit limit;
- The ATM where you are requesting a cash advance does not have enough cash;
- The terminal or system was not working properly and you knew of the malfunction at the time you initiated the transactions;
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken;
- Your Card is retrieved or retained by the ATM;
- Your Card or PIN has been reported lost or stolen and your account has been blocked or frozen;
- Your account is in default;
- You or anyone authorized by you to conduct a transaction commits fraud or violates any laws or regulations; or
- You fail to follow the instructions on the screen or terminal.

**30. LIABILITY FOR UNAUTHORIZED USE.** 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 at the address or telephone number set forth below. You must notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. Notify us at:

CUSTOMER SERVICE CENTER  
PO BOX 31112  
TAMPA, FLORIDA 33631-3112  
800.449.7728

**31. LIMITATIONS OF RESPONSIBILITY.** We will not be responsible for merchandise or services purchased by you with the Card. We are not liable for the refusal or inability of merchants, financial institutions and others to accept your card(s) or electronic terminals to honor them or complete a transaction, or for their retention of the Card(s).

**32. BUSINESS DAY.** Our business days are Monday through Friday. Saturdays, Sundays and federal holidays are excluded.

**33. GOVERNING LAW.** The Agreement and your Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud, and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of the State of Michigan (without regard to its conflicts of laws principles or rules) and applicable federal laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in the State of Michigan, and we make credit decisions under this Agreement from the State of Michigan. To the extent allowed by applicable law, you further consent to the jurisdiction and venue of the State or Federal Courts located in Midland County, Michigan.

**34. ASSIGNMENT.** We may sell, assign or transfer all or any portion of your Account, or any balance due under your Account, without prior notice to you. You may not sell, assign or transfer your Account or any obligations under this Agreement.

**35. LOST/STOLEN CARDS.** You agree to notify us immediately upon discovering that your Card has been lost or stolen by calling us at 800.449.7728, 24 hours per day.

**36. INFORMATION ABOUT YOU AND YOUR ACCOUNT.** We will not disclose your non-public personal information to unaffiliated third parties except as otherwise permitted or authorized by law. Please refer to our Privacy Policy Notice for a full explanation of how we protect your information. You may obtain a copy of our Privacy Policy Notice by visiting [www.dowcreditunion.org](http://www.dowcreditunion.org) or by calling us at 989.835.7794.

37. **BENEFITS AND PROGRAMS.** We may from time to time offer additional services to your Accounts or special programs related to you being a Cardholder, such as the option for eligible cardholders to skip a payment in January, at no additional cost to you beyond normal INTEREST CHARGE. You understand and agree that we are not obligated to offer such services or programs and may withdraw or change them at any time.
38. **SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, regulation, or rule, all other provisions of this Agreement shall be valid and enforceable.
39. **ENTIRE AGREEMENT / EFFECT OF AGREEMENT.** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account, supersedes any other prior or contemporaneous agreement between you and us relating to your Account, and applies to every transaction relating to the Account even though a sales or cash advance draft you sign or a credit slip may contain different terms. This Agreement may not be amended except in accordance with the provisions of this Agreement. You further acknowledge receipt of a copy of this Agreement.
40. **CREDIT UNION MEMBERSHIP.** You understand and agree that one of the requirements for obtaining this Account is your continued status as a member of the Credit Union. Upon termination of that membership, you can no longer obtain credit with the Card.
41. **COMMUNICATION MONITORING AND RECORDING.** You agree that we, our agents, and our service companies may monitor and/or record any telephone and/or electronic communications between you and us.
42. **PARTICIPATION IN VISA ACCOUNT UPDATER (VAU) AND YOUR RIGHT TO OPT-OUT.** VAU is a mandated service that facilitates and encourages customer satisfaction, retention and loyalty by exchanging updated account information between participating merchants and Visa card issuers. VAU is a process that updates the cardholder card information that is stored for things like recurring and online transactions. Card information updates can result from account closures, cards reported lost or stolen, expiration date changes and product upgrades. Outdated account-on-file information can lead to declined transaction and cardholder inconvenience - and ultimately introduce the risks of service cancellation and customer dissatisfaction. VAU will not provide Merchants with updated information for cards that have been closed due to fraud or disputes. Serving as an automated, dedicated, and secure clearinghouse, VAU delivers updated cardholder account information in a timely, efficient, and cost-effective manner, benefiting all parties involved in the electronic payment process. Not all Merchants participate in VAU, and updates are not guaranteed. We recommend that you still contact the Merchant to verify your card information was updated. All Visa Credit cardholders are automatically enrolled in VAU but have the option to opt out. To opt-out, contact the Credit Union and include the cardholders name, account number and new card number.



600 E LYON RD  
PO BOX 1649  
MIDLAND MI 48641-1649  
989.835.7794  
800.835.7794  
Fax: 989.832.9283

## YOUR BILLING RIGHTS:

**Keep this Document for Future Use**

**This notice informs you about your rights and 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:

CUSTOMER SERVICE CENTER  
P.O. BOX 31112  
TAMPA, FLORIDA 33631-3112

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. If you call us, we are not required to investigate any potential errors and you may be required 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 after receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

#### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount in 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 at:

CUSTOMER SERVICE CENTER  
P.O. BOX 31112  
TAMPA, FLORIDA 33631-3112

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.

DOW CREDIT UNION  
989.835.7794 • 800.835.7794  
[dowcreditunion.org](http://dowcreditunion.org)

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