

Cardholder Agreement



Defined Terms

The following terms have defined meanings in this agreement:

- **"Account"** means the credit Account regulated by this agreement.
- **"Card"** means the plastic cards issued under this agreement, including the numbers printed on these plastic cards.
- **"We," "Us" and "Our"** mean the financial institution appearing on the face of a Card
- **"You"** and **"Your"** mean anyone who signs an application for this Account or is a guarantor of this Account.
- **"Authorized User"** means any person you or a joint owner allows to use the account.
- **"Approval Letter"** means our letter to you approving your application and describing some of the terms of the Account (the "Approval Letter" which is part of the agreement).

Your Account

By signing, using or activating a Card, you accept the terms and conditions of this agreement and of the Approval Letter. If any provision of this agreement is determined to be unlawful, the rest of the agreement will stand and the unlawful provision will be deemed amended to conform to applicable law. All Cards are our property and must be returned to us immediately according to our instructions, and we may repossess a Card at anytime in our sole discretion.

1. **Promise to pay**— You agree to pay us the amount of all purchases and cash advances that you, your joint cardholder, and Authorized User(s) make using your credit card or any other access device. You agree to pay the total of any interest charges and other charges or fees due on your account. The joint cardholder also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances.
2. **Credit limit**—Your credit limit is stated on the credit card carrier, as well as on your monthly statement. You promise to make purchases and cash advances only up to your credit limit. Your promise to pay continues to apply even if the amount due exceeds your credit limit. Obtaining credit in excess of your credit limit does not increase your credit limit. We can change your credit limit at any time to any amount (including zero). We will state the new credit limit on your next monthly statement.
3. **Purchases and cash advances**—You may use your Card, up to your credit limit, to buy or lease goods, services or insurance wherever the Card is honored. You may also use your Card to get a cash advance from participating financial institutions. We are not responsible for the refusal of anyone to honor your Card.
4. **GRACE PERIOD ON PURCHASES** – You can avoid interest charges on purchases. This is called a grace period on purchases. The grace period is at least 25 days. This grace period applies only to purchases, not cash advances or advances with a check that accesses your credit card account. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than on excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

5. **Monthly statements**—We will send you a statement at the end of each billing cycle in which the Account has a balance. The due date for your payment will be 25 days after the last day covered by the statement.
6. **Payments**—You agree to make the minimum monthly payments that are described in the Approval Letter, and to make all payments on this Account at the address specified on your monthly statement. We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this agreement. Our acceptance of checks or money orders labeled "payment in full" or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment.

Payment Allocation—Payments on your Account that exceed the minimum payment due will be allocated first to the Account balance with the highest APR, and then to each consecutive Account balance bearing the next highest APR, at the time payment is posted to your Account. Payments on your Account that do not exceed the minimum payment due will be applied in the following order: finance charges, fees, any applicable installment balance minimum amount due that is calculated separately from the minimum payment due, the Account balance with the lowest APR, then to each consecutive Account balance bearing the next lowest APR at the time payment is posted to your Account.

7. **Balance Computation Method**—We figure the interest charge on your account by applying the periodic rate, as stated in the disclosure table, to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases/advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

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- 8. Cash advance fee**—Cash advances are subject to the cash advance fee stated in the disclosure table. The cash advance fee is a finance charge and is imposed on the date of the cash advance. Interest does not accumulate on this fee. The following transactions will be treated as cash advances:

 - Using your Card to obtain cash from a participating Automated Teller Machine (“ATM”);
 - Using your Card to obtain cash from a participating financial institution;
 - Using a convenience check drawn on the Account;
 - Obtaining money orders, travelers checks, foreign currency, lottery tickets, casino chips, vouchers redeemable for cash or similar items.
 - Balance Transfers, if identified as cash advances on your Approval Letter
- 9. Annual fee**—The annual fee, if there is one, on the Account is stated in the disclosure table. The annual fee is payable whether or not you use the Card.
- 10. Promotions**—We may offer promotional terms for the Account. If your account is eligible for one or more introductory promotional APRs, the Credit Card Pricing Terms sets forth the APR amount, its duration, and the corresponding Standard APR and cash advance APR applicable to your account at the time it is opened. A promotional rate may apply to all or only part of the balance. If a promotional rate is offered after your account is opened, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or cash advance APR, as applicable.
- 11. Automatic Account Updater**—Your account is automatically enrolled in an account updater service to participating merchants who maintain card-on-file account information to process recurring payments. When your account information changes, such as in the event of card expirations, lost or stolen cards, or account upgrades, the automatic account updater may update the database with relevant card data to help reduce the chance of missed payments, cancelled transactions, and dropped subscriptions. It is provided as a benefit to you at no additional costs. If you would prefer not to participate in the automatic account updater services, you may opt out by calling 1-800-397-3790 or writing to P.O. Box 800, North Liberty, IA 52317-0800.
- 12. Authorized Users**—Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user’s right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user’s Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user’s Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

You are responsible for:

 - any transaction made by an Authorized User on your account.
 - any transaction made by an Authorized User before they were removed from your account, even if the transaction posts after the date of the removal request.
 - any transactions made by others if an Authorized User allows them to use your account.
 - fees and charges resulting from any transaction made by an Authorized User or others, if an Authorized User allows them to use your account.
- 13. Liability for unauthorized use**—If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should write to us immediately at: P.O. Box 800 , North Liberty , IA 52317-0800 , or call us at 1-800-397-3790. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us, you will not be liable for any unauthorized transactions. In any case, your liability will not exceed \$50.
- 14. How We May Contact You**—You expressly agree that to service your account or to collect any amounts you may owe us, we or authorized parties may call you and send text messages to you. We may use prerecorded/ artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, which could result in charges to you. You also expressly consent that we may send email messages regarding your account to your email address. In addition, we may send you communications related to your account through the U.S. mail or other mail service. You agree to notify us promptly of any changes to your contact information, including your name, mailing address, telephone number(s), and email address(es).
- 15. Use of Card for Illegal or Risky Transactions**—It is your responsibility to comply with all laws when using your GreenState Credit Card. You agree not to use or allow your Card to be used for any transaction that is illegal under applicable federal, state or local law, and you understand that any such use will constitute an event of default under this agreement. Internet gambling may be illegal in the jurisdiction in which you are located. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your Authorized User, if any, for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may be illegal.
- 16. Security Interest**—For purposes of this section, “you” does not mean Authorized Users of credit card accounts.

A. Security Interest Specific for Credit Cards. You acknowledge and pledge, specifically as a condition of your use of the credit card, that you have voluntarily granted GreenState Credit Union a security interest in all of your individual and joint share accounts at GreenState Credit Union. If your credit card loan becomes delinquent, this security interest may be used

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without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

B. Statutory Lien. You acknowledge and pledge to GreenState a statutory lien in your shares and dividends on deposit in all joint and individual accounts and any monies held by GreenState now and in the future, to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any IRA or funds which may be exempt by law.

C. Additional Security Interest. You acknowledge and pledge to GreenState a security interest in the collateral securing loan(s) that you have with GreenState Credit Union now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on your primary residence.

- 17. Default**—We may close your account or require immediate repayment of your total account balance, to the extent allowed by law, if any of the default events occur:

You violate any terms of this Agreement;

- You do not pay the amount due as listed on your monthly statement;
- You have a returned payment that causes your account to be delinquent;
- You default under another account agreement you have with us;
- You file bankruptcy, or some other insolvency proceeding is filed by or against you;
- You are legally declared incompetent, mentally incapacitated, or in the event of your death;
- We determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of your GreenState Credit Union accounts; or
- If the amount of deposited funds held as security on your share secured card (if you have one) is insufficient.

If we require immediate repayment of your total account balance, we may also declare due and payable all costs relating to the collection of your account, including, but not limited to, unassessed interest charges, court costs, expenses, and attorney fees as permitted by law. GreenState Credit Union may obtain any information it deems necessary to cure or collect the default amount, including your current contact information, as permitted by law.

- 18. Closing or Suspending Your Account**—We may, without notice or demand, close your account or suspend your account by denying use of the credit line. You may close your account with us at any time. To do so, call 1-800-397-3790 or by writing to P.O. Box 800, North Liberty, IA 52317-0800. You may close your account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement. If we close or suspend your account, or if you close your account, you must pay us all amounts you owe on the account, even if they post to your account after it is closed or suspended. We may cancel your current card and issue you a substitute card at any time. Every card issued by GreenState Credit Union is the property of GreenState Credit Union.

- 19. International transactions**—When you use your Card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by the Card Association from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate the Card Association itself receives. When you use your Card in a transaction outside of the United States to make a purchase, obtain a cash advance, obtain a credit voucher, or reverse any of these transactions, a finance charge (expressed as a positive number) will be assessed against your Account. The foreign transaction fee, if there is one, on the Account is stated in the disclosure table. The foreign transaction Fee is imposed on the date of the transaction. Interest does not accrue on the foreign transaction fee. "Card Association" means either VISA International or MasterCard International.

- 20. Credit reporting**—You authorize us to obtain credit reports on you when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who may inquire of us about your credit standing. If you think we reported erroneous information to a credit reporting agency, write us at P.O. Box 800 North Liberty IA 52317. We will promptly investigate the matter and, if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

We may report information about your account to credit bureaus. Late Payments, missed payments, or other defaults on your Account may be reflected in Your credit report. Information we provide may appear on Your and the Authorized Users' credit reports.

- 21. Other fees**—The following charges will be charged to your Account as appropriate:

A. Late and returned payment fees. The following charges may be imposed, if applicable:

- **Late Payment Fee:** A late payment fee, in the amount indicated in the disclosure table, may be imposed if the required minimum payment due is not received by the due date listed on the monthly periodic statement.
- **Returned Payment Fee:** A returned payment fee, in the amount indicated in the disclosure table, may be imposed if your payment is returned for any reason.

B. Replacement Cards, copies, and special services. We may charge you a reasonable fee for issuing replacement cards, expediting delivery of your card, an expedited payment method using a service representative, providing photocopies and reprints that you request, and other special services as allowed by law.

- Replacement card fee \$0.00
- Expedited card delivery \$35.00 plus sales tax if applicable

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- Document copy fee \$3/document plus sales tax if applicable
- Expedited payment:
 - \$25 by phone plus sales tax if applicable
 - \$10 by web plus sales tax if applicable

C. Collection Costs. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees, to the extent permitted by applicable law.

22. Amendments and Changes to Benefits.

A. Amendments. GreenState Credit Union may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you when required by law. However, we may reduce charges, fees, and rates without sending you an advance notice.

B. Changing Benefits. Credit card benefits offered as part of your credit card account—such as rewards, services, and other features—may be modified or discontinued at any time for any reason. Separate terms and conditions apply to these and other benefits associated with your credit card account.

23. Military Lending Act Protections—Under the Military Lending Act, the following statement applies to covered borrowers (Active Duty servicemembers and their dependents) with accounts established on or after October 3, 2017:

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

24. Governing Law and Enforcing our Rights.

- Governing Law. Federal Law and the law of the State of Iowa, where GreenState is chartered, govern the terms and enforcement of this Agreement.
- Enforcing this Agreement. We will not lose our rights under this Agreement because we delay enforcing them or fail to enforce them.
- Assignment. We may assign any or all of our rights and obligations under this Agreement to a third party.

25. Community Property Notices.

If you reside in Arizona, Washington and Wisconsin, either you or your spouse, or us, may terminate this agreement at any time, but termination by you or your spouse, or us, will not affect your obligation to pay the account balance plus any finance and other charges you or your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this agreement are subject to all applicable laws and regulations.

NOTICES TO WISCONSIN BORROWERS: You agree that the credit granted will be incurred in the interest of marriage or family. You understand that we may be required to give notice of this account to your spouse. No provision of any marital property agreement, unilateral statement, or court decree adversely affects our rights unless we get a copy of such agreement, statement or decree before we grant you credit.

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:

Member Services
P.O. Box 800
North Liberty, IA 52317-0800.

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.

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What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 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.
- 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.

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.
2. (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.)
3. 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.
4. 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:

Member Services
P.O. Box 800
North Liberty, IA 52317-0800

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.

Please call us at 1-844-817-8953 to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation.