

# Visa® Platinum Rewards Disclosure and Agreement

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>8.9% - 18.0%</b> when you open your account, based on your creditworthiness.
APR for Balance Transfers and Cash Advances	<b>8.9% - 18.0%</b>
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
	We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
Annual Fee	None
Transaction Fees: Cash Advance	None
Balance Transfer	None
Penalty Fees: Late Payment	<b>\$25</b>
Return Payment	<b>\$25</b>

**How we will calculate our balance:** We use a method called “average daily balance” (including new purchases).

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Account Agreement.

The information appearing on this Agreement is accurate as of August 1, 2019. This information may have changed after that date. To find out what may have changed, call us at (800) 369-6628 or write us at Novation Credit Union, 500 Imperial Ave, Oakdale, MN 55128. To report lost/stolen cards, call (877) 602-9024.

The purpose of this Visa Agreement and Disclosure is to establish the terms and conditions of a Visa Credit Card line of credit. Each account holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as (“You”). Novation is referred to as “the issuer”.

By using your card, you acknowledge receipt from us of this initial disclosure required by law and that the terms contained in this disclosure apply to you and your use of the card and are incorporated into this Agreement.

**1. SECURITY INTEREST** – If you have other loans or credit extensions from the issuer, or take out other loans or credit extensions with the issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this agreement. Funds in any deposit accounts held by the issuer now or in the future will also secure your obligations under this credit plan. Such accounts and/or funds are additional security for your obligations to issue arising from the use of your card. Shares and deposits in and Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest given in my/or shares and deposits.

**2. CREDIT CARD ACCOUNT SERVICES** – These services are available through your card account, up to the amount of your credit limit.

A. Credit Purchases – You can use your card account to purchase goods and services wherever Visa credit cards are accepted (referred to in this Agreement as “Credit Purchases”).

B. Cash Advances – You can get a cash advance (referred to in this Agreement as “Cash Advance”) from your account by presenting your card at a financial institution that accepts Visa. You may also use your card to obtain up to \$300 per day in cash from any Novation authorized Automated Teller Machine (“ATM”). You may not obtain a cash advance if your account is delinquent, closed or the amount of the cash advance would cause your balance to go over your credit limit.

**3. YOUR PROMISE TO PAY** – You promise to pay us, when due, the total of all credit purchases and cash advances you make on your account and the total of any finance charge and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorney’s fees that we incur in enforcing this Agreement.

**4. ADDITIONAL CARDHOLDERS OR OTHERS USING YOUR ACCOUNT** – You may authorize others to use your account. You may add up to one additional cardholder to your account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all credit purchases and cash advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person’s privilege, you must recover and return that person’s card, if any. If you are unable to recover and

return the card, you will continue to be liable for any charges unless you tell us to cancel the card. We may request written verification from you regarding any change to or cancellation of your account.

**5. FOREIGN TRANSACTIONS** – Non-U.S. dollar transactions made in foreign countries (a.k.a. multi-currency transactions) will be billed to you in U.S. dollars. Conversion to U.S. dollars is determined by a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date plus 1% foreign transaction fee. The foreign transaction fee will appear as a separate line on your statement for each transaction completed in a foreign country. U.S. dollar transactions made in foreign countries (a.k.a. single currency transactions) will be billed to you in U.S. dollars and will be collected from you for any transaction conducted in U.S. dollars from a foreign country as a separate transaction titled ISA Fee.

**6. GOVERNING LAW** – This Agreement and your account will be governed by the laws of the State of Minnesota and by federal law.

**7. LIMITATION ON LAWSUITS** – You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.

**8. MONTHLY PAYMENT** – You will receive monthly billing statements from us. The new balance shown on your statement is the total of unpaid obligations that have been posted to your account as of the statement date. You can either pay the entire new balance or pay in installments, but we must receive at least the minimum periodic payment shown on your billing statement by the payment due date. The minimum periodic payment will be either (a) if your new balance is \$20 or less, the amount of your new balance or (b) if your new balance is over \$20, 2.5% 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 \$20, whichever is greater. Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your credit limit. If you do, we may at our option, close your account, and/or exercise any of our other remedies under this Agreement or by law. You must pay the full amount of your balance which is over the credit limit. The fact that we do not include that amount as part of the minimum periodic payment shown on your billing statement does not relieve you of your obligation to pay it immediately. We will not authorize any new credit purchases or cash advances if our records show that doing so will cause your balance to go over your limit. If we do authorize any such credit purchases or cash advances, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.

**9. PERIODIC FINANCE CHARGE** – Your account will be subject to the monthly periodic finance charge rate and corresponding annual percentage rate applicable to the Novation Credit Union accounts, set forth in the initial disclosure provided to you by us.

A. The periodic finance charge on *cash advances* is calculated as follows: A finance charge will be imposed on cash advances from the date made or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.

B. The periodic finance charge on *credit purchases* is calculated as follows: A finance charge will be imposed on credit purchases only if you elect not to pay the entire new balance shown on your monthly

statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire new balance shown on your previous monthly statement within the 25 day grace period, a finance charge will be imposed on the unpaid average daily balance of such credit purchases from the previous statement closing date and on new credit purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 25 days from the closing date.

C. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of credit 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 adding to the outstanding unpaid balance of credit purchases at the beginning of the billing cycle any new credit purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid finance charges.

**10. PAYMENT APPLICATIONS** – Payments made to your account will be applied in the following order: finance charges; fees; previously billed cash advances; previously billed purchases and balance transfers; current billed cash advances; current billed purchases and balance transfers. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your account. If any payment made to your account is returned to us because of insufficient funds, your credit card account will be assessed a \$25 fee.

**11. COLLECTION COSTS** – In the event of a suit to collect unpaid balances, you agree to pay all costs, including attorney’s fees as may be reasonable and just, and also those costs, expenses and any attorney’s fees incurred in appellate, bankruptcy and post-judgment proceedings except to the extent that such costs, fees or expenses are prohibited by law.

**12. CHANGING OR CANCELLING YOUR ACCOUNT** – We may change any terms of this Agreement at any time. Notice of any change will be mailed to the last address shown in our records in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as any future transactions. We may cancel your account at any time or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to destroy all cards issued on the account. You will continue to be responsible for full payment of the balance and all charges to your account, including those not yet received by us, as well as subsequent finance charges and other charges. Each card is our property, and you agree that the cards are not transferable and to surrender any card upon demand.

**13. ACCOUNT DEFAULT** – Your account will be in default if any of the following occurs:

- A. You fail to make a payment when it is due.
- B. You do not follow the terms of this Agreement.
- C. You fail to pay any other loans you owe us.
- D. You become insolvent or are deceased.
- E. A bankruptcy petition is filed by or against you or your spouse.
- F. A guardian, conservator, receiver, custodian or trustee is appointed for you.
- G. You are generally not paying your debts as they become due.
- H. There has been a material adverse change in your financial standing.
- I. You have made any false or misleading statement on the application for your account.
- J. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors.

**14. CREDIT INFORMATION** – We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing. You authorize us to release your credit information to credit bureaus and other creditors, however we are not obligated to release any such information to anyone unless required by law to do so.

**15. UPDATE CONTACT INFORMATION** – You agree to notify us in writing within 20 days if you change your name, mailing address or phone number. If you do not notify us and a statement is returned to us because of an incorrect address, we may not authorize transactions made with your credit card. Your card may also be assessed a returned statement fee.

**16. LIABILITY FOR UNAUTHORIZED USE** – You agree to notify us immediately if any card issued on your account is lost, stolen or if unauthorized use occurs, call (877) 602-9024. You also agree to assist us in determining the facts and other information relating to any loss, theft or possible unauthorized use of your credit card and comply with any procedures in connection with our investigation, including assisting in the prosecution of any unauthorized user. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or unauthorized use. You may be liable for the unauthorized use of your credit card if you fail to notify us or if you are grossly negligent in the handling of your card account.

**17. MERCHANT DISPUTES** – We will not have any responsibility to you if anyone refuses to honor your card issued on your account. Any refund, adjustment or credit allowed by a seller shall not be by cash but rather by a credit advice to us which shall be shown as a credit on your account statement.

**18. WAIVERS** – If, for any reason, we do not make use of any of our

rights under this agreement on a particular occasion, that will not limit our rights in the future in any way.

**19. ILLEGAL TRANSACTIONS** – The services being provided to you under this agreement are made possible by issuer’s status as a licensee of Visa USA. You recognize issuer’s responsibility to comply with the current Visa USA rules and regulations and changes to them in order to continue to provide these services. Visa cards may not be used for any illegal transaction.

**20. PHONE CALLS** – You agree that issuer, its agents and service companies may, without the need to seek additional confirmation from cardholder, monitor and/or record any telephone communications with you to insure that inquiries from you are handled promptly, courteously and accurately.

**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 the address in this agreement or you may also contact us at [www.novation.org](http://www.novation.org). In your letter, give us the following information: (a) *account information*: your name and account number, (b) *dollar amount*: the dollar amount of the suspected error and (c) *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: (a) within 60 days after the error appeared on your statement and (b) 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: (a) we cannot try to collect the amount in question, or report you as delinquent on that amount. (b) the charge in question may remain on your statement and we may continue to charge you interest on that amount, (c) while you do not have to pay the amount in question, you are responsible for the remainder of your balance, (d) we can apply any unpaid amount against your credit limit.

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

1. 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.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address in this agreement or [www.novation.org](http://www.novation.org).

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.