

## Cash Back Credit Card Agreement and Disclosure

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<p><b>0%</b> Introductory APR for 12 months from the account opening date. After that your APR will be</p> <p><b>17.49% - 23.49%</b></p> <p>based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
<b>APR for Cash Advances</b>	<p><b>20.49% - 26.49%</b></p> <p>based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
<b>Penalty APR and When it Applies</b>	<p><b>29.99%</b></p> <p>This APR may be applied to your account if a minimum payment or portion thereof is past due by more than 60 days.</p> <p><b>How long will the Penalty APR apply?</b></p> <p>If your APRs are increased for the reason set forth here, the Penalty APR will apply until you make three consecutive minimum payments on time.</p>
<b>Paying Interest</b>	<p>Your due date is at least 27 days after the close of each billing cycle. We will not charge you any interest on purchases and 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.</p>
<b>Minimum Interest Charge</b>	<p>If you are charged interest, the charge will be no less than \$1.00.</p>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p>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">www.consumerfinance.gov/learnmore</a></p>
Fees	
<b>Annual Fees</b>	None

<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	None Greater of \$5.00 or 3% of the cash advance amount 1% of the amount of the transaction
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over the Credit Limit</li> <li>• Returned Payment</li> </ul>	\$25.00 None \$30.00

How We Will Calculate Your Balance: We use a method called “average daily balance” (including new purchases). See Section 7 of the Account Agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if a minimum payment or portion thereof is past due by more than 60 days.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided at the end of the Agreement.

This card is issued by Landmark Credit Union pursuant to a license from Visa® USA Inc. Balance transfers from a Landmark credit card may not be eligible. Maximum cash advance is 50% of credit limit.

## Credit Card Rules, Regulations, and Disclosures

**Keep This Notice for Future Use.** This Agreement and Disclosure (“Agreement”) is effective as of July 28, 2023. In this Agreement, the words “you” and “your” mean each and all of those who applied for or received, or who signed and used, the Card. The term “Card” means your Cash Back Visa® Signature Card issued by Landmark Credit Union, pursuant to a license from Visa® USA Inc., and any duplicates or renewals we issue. “We,” “us” and “our” means Landmark Credit Union. “Account” means your Landmark Credit Union Cash Back Visa® Signature Card account.

**1. Responsibility:** If you apply for and receive a Card from us, you agree to this Agreement. You also agree to repay all debts and any Finance Charges or any other fees or charges arising from use of the Cards and the Card account. For example, you are responsible for any charges made by yourself and anyone else to whom you give the Card. This responsibility continues until you recover and return the Card to us. Except to the extent permitted by law, you cannot disclaim your responsibility for such charges by notifying us, and your responsibility 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 held responsible under the Account to pay the Account. Any person using the Card shall be jointly responsible with you for the charges made, and if that person signs the card, and receives a copy of this Agreement, he or she is also responsible for all charges on the Account, including yours.

**2. Credit Line:** We will establish a maximum credit limit for your Account (“Credit Line”) and advise you of its amount. You agree not to let the Account balance exceed the Credit Line, but

you remain responsible for payment if it does. Any Account balance in excess of the Credit Line is payable immediately. We reserve the right to reduce your Credit Line, from time to time, or to revoke your Card, without affecting your obligation to pay all Account balances. Maximum cash advance is 50% of your Credit Line. The Cards remain our property, and if we request, you must recover and surrender to us all Cards we issued on your Account.

**3. Use of the Card:** To make a purchase or cash advance, present the Card to an authorized plan member or financial institution and sign the sales or cash advance draft that will be imprinted with your Card. You may also obtain a cash advance with the Card at certain automated terminals. Regular transactions are counted against your Credit Line. You will receive a copy of the draft (or machine receipt at a terminal at which there is no attendant), which you should retain to verify your monthly statement. We reserve the right to make a reasonable charge for photostatic or duplicate copies of drafts or machine receipts you may request. Your Card may not be used for any transaction that is illegal under Federal, State or local law. Also, your Card may not be used for any Gambling including Internet Gambling.

**4. Convenience Checks:** We may, from time to time, supply you with personalized Convenience Checks that are subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return a Convenience Check unpaid if there is not enough available Credit Line on your Account to pay for it, if you are in default under this Agreement, if your Card or Convenience Check has been reported lost or stolen, if your Convenience Check is postdated, if your right to use Convenience Checks has been cancelled or suspended, or if your Account has been closed. In addition, we may refuse to honor a Convenience Check whenever we would be entitled to dishonor an ordinary check. If we refuse, under the terms of these Regulations, to honor a Convenience Check issued by you, we may charge your Account a NSF fee. Check our website, [landmarkcu.com](http://landmarkcu.com), or a fee schedule in any branch for current fee. A Convenience Check cannot be used to make a payment on any Landmark Credit Union Visa® Account.

Any Convenience Check that we pay will be posted to your Account as a cash advance and will be subject to all the terms in this Agreement that apply to cash advances. We shall have no liability for any Convenience Check that we return because it was written for an amount in excess of your available Credit Line. Convenience Checks that you use and we pay will not be returned to you but will be identified on your monthly billing statement. The Wisconsin Uniform Commercial Code, as well as applicable Landmark Credit Union policies and fees, will apply to Convenience Checks as if they were checks drawn on a checking Account.

**5. Introductory Annual Percentage Rate and Monthly Periodic Rate:** Your introductory rate is 0%. This rate applies for the first twelve billing periods (the "Introductory Rate Period"), unless terminated in the event of delinquency. After the Introductory Rate Period ends, your Monthly Periodic Rate and corresponding Annual Percentage Rate may vary as described in Section 8.

**6. Cash Back Program:** Earn Cash Back on purchases made with your Signature Cash Back Visa® Card. The Cash Back amount will be 1.5% for purchases.

There is no maximum on your Cash Back. You may check your available Cash Back or request a payout within your Landmark Credit Union Online or Mobile Banking account. The minimum redeemable Cash Back amount is \$25.00. Cash Back may be applied to your outstanding card balance or deposited into your Landmark savings account.

**Restrictions on Cash Back.** Cash Back is based on qualifying net purchases (purchases minus any credit or returns). Cash Back is not available: 1) on cash advances and Convenience Checks, 2) on any purchases that exceed your available credit limit, 3) on any business purpose purchases, 4) upon your Account being closed for any reason, 5) past due or charged off accounts, 6) fraudulent charges, 7) credit of any kind including returns, 8) balance transfers. We reserve the right to discontinue providing you with Cash Back if you use your Card for other than consumer or personal purposes. We reserve the right to cancel this Cash Back program at any time.

**7. Finance Charge:** Starting the first billing period after expiration of the Introductory Rate, your Account will be subject to a Finance Charge during any billing period during which you (a) received, or had outstanding, a cash advance; or (b) failed to pay in full the previous balance shown on the statement during the first 27 days of the statement (the "Grace Period").

Your Landmark Cash Back Visa® Signature Card Finance Charge is calculated by applying the Monthly Periodic Rate, determined as set forth in Section 8 of this Agreement, to the "average daily balance" of your Account. To get the "average daily balance," we take the beginning balance of the Account each day, reduced by any payment you make, credits we apply, and any late payment fee due, and increased by any cash advances and, if the previous balance was not paid in full during the Grace Period, all new credit purchases posted through that date. This gives us the daily balance. Then we add all the daily balances for the billing period together and divide the total by the number of days in the billing period. This gives us the "average daily balance." All accounts are subject to a Minimum Finance Charge of \$1.00.

You can avoid incurring a Finance Charge on purchases by paying the New Balance in full within the Grace Period. However, a Finance Charge will be imposed on cash advances from the date made (on Convenience Checks from the date cleared), and will continue to accrue on any cash advances or Convenience Checks until your payment is received. If a minimum payment or any portion thereof is past due by more than 60 days, your Monthly Periodic Rate will increase to 2.499% (Annual Percentage Rate of 29.99%). This Penalty Rate will be effective following any notice and waiting period required by law. Your Monthly Periodic Rate of 2.499% (Annual Percentage Rate of 29.99%) will remain on your Account until your Account has been paid on time and with no other event of default for three (3) consecutive billing periods after application of the Penalty Rate, at which point it will return to the Variable Rate determined as set forth in Section 8 of this Agreement.

**8. Variable Rate:** Your Monthly Periodic Rate and corresponding Annual Percentage Rate may vary. Effective July 28, 2023, your Annual Percentage Rate is determined by adding a margin of 8.99%-14.99% to the Prime Rate as published in the Wall Street Journal. Effective Prime Rate for your interest rate calculation will be identified on the 10th day of each month or the last date of publishing, if not published on the 10th. If Prime Rate has changed, your interest rate will also change effective the 1st day of the following calendar month and the new rate will apply to any outstanding balance as well as future balance increases. Any promotional or penalty APR that applies to your card will not be affected by this change.

**9. Monthly Payment:** Unless there has been no activity on your Account since your last statement and your Account shows a zero balance, we will mail you a statement for every billing period, showing your previous balance, the current transactions on your Account, the remaining credit available under your Credit Line, the applicable Monthly Periodic Rate, the fees and Finance Charge, the new balance, and the minimum payment due. Every billing period you must pay at least the minimum payment by its due date. You may pay more than the minimum or pay the

new balance in full, which may reduce or avoid the Finance Charge. The minimum payment will be 2.0% of your new balance, or \$25.00, whichever is greater, or your full new balance if it is less than \$25.00. The minimum payment due is rounded up to the nearest dollar. We will apply your payment first to the finance charge and fees then to your unpaid balance in the order transactions were posted to your Account. If a different Annual Percentage Rate applies to different balances, any payment above the minimum payment will be applied to the balance bearing the highest Annual Percentage Rate. A minimum payment is required for every billing period and any additional amount paid will reduce your balance but will not prepay any future minimum payment.

10. **Default:** You will be in default if (i) your violation of any requirement of this Agreement materially impairs the condition, value or protection of our right to any collateral securing your obligations under this Agreement or your ability to pay the obligations due under this Agreement; or (ii) you fail to make the minimum payment on or before the due date two times during any 12-month period. You will also be in default if your ability to repay us or the value or protection of our right in any collateral securing your obligations is materially impaired in the event you or your spouse die, change marital status, change marital domicile, or become the subject of bankruptcy or insolvency proceedings. If you are in default, we have a right to demand immediate payment of the full balance, exercise our right to offset and/or commence legal action to recover collateral or reduce the claim to a judgment after complying with all notice requirements as mandated by law.

11. **Security Interest:** Each purchase and cash advance through your Account constitutes a transaction pursuant to an open-end credit plan in the State of Wisconsin. You agree that the Wisconsin Consumer Act applies to all these transactions even though you may use them for business purposes or you are a person not otherwise governed by the Act. To secure each transaction, you grant us a purchase-money security interest under the Uniform Commercial Code in any goods you purchase with it. If you default, we will have the right to recover any of these goods, which have not been paid for in full.

For purposes of determining the amount of the unpaid balance secured by our security interest, your payments will be deemed to have been applied first to payment of finance charges in order of their entry to the account and then to payment of the respective amounts financed in the order in which the entries were made and, for transactions made on the same day, the smallest shall be deemed the first paid. By using your card you are granting us a security interest in all your funds in your present and future Landmark Credit Union deposit accounts, except IRAs and any other accounts exempted by state and federal law, to the full amount of your credit card indebtedness with us. Should you default under the terms of this Agreement, we may, at our sole option, subject to any notice and right to cure required by Wis. Stat. Sec. 425.105, at any time thereafter, exercise our right of set-off and apply any portion of, or the entire amount of, such funds toward payment of the outstanding indebtedness, and/or, we may exercise our right to refuse to allow withdrawal from such accounts to the full extent of the delinquent amount, all of which is subject to the restrictions contained in Section. 1026.13 (d) (1) of federal Reg. Z. If you give, have given or will give us any other security interests for all your debts, your Account will also be secured by the property described in those security agreements (except your home and/or dwelling, home furnishings, appliances and clothing), including, if your balance exceeds \$1,000 and except as otherwise expressly excluded herein, any real property.

12. **Credits:** If plan members who honor your Card give you credit for returns or adjustments, they will do so by sending us a credit slip that we will post to your Account. We will apply those credits first to offset your current purchases, and then to your previous balance. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We will make a good faith attempt to return to you any credit balance that remains in your Account for more than six months. In the event your Account has a credit balance at the time of your death, the credit balance will be transferred to your share savings account held at Landmark.

13. **Plan member Disputes:** We are not responsible for refusal of any plan member or financial institution to honor your Card or Convenience Check. You must resolve directly with the plan member any disputes regarding goods or services you purchase with the Card, unless: (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50.00 and was made from a plan member in your state or within 100 miles of your home.

14. **Foreign Transaction Fee:** A transaction that takes place in a foreign country will be charged 1% of the US dollar amount whether the transaction was made in US dollars or was converted from a foreign currency. For transactions being converted from a foreign currency, Visa® International will convert foreign currency to US dollars using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an account and decreased by one percent (1%) if the conversion is made in connection with a credit to the Account. The date of conversion by Visa® may differ from the purchase date and the posting date identified in the monthly statement for your Account. You agree to pay charges and accept credit for the converted transaction amounts in accordance with the terms of this paragraph.

15. **Unauthorized Use:** You authorize us to pay from your Account all items reflecting credit purchases or cash advances made with the Card in spite of the absence of your signature on the draft or the lack of presentation of the Card. You may be liable for unauthorized use of your Visa® Signature Card. However, YOU WILL NOT BE LIABLE FOR UNAUTHORIZED USE THAT OCCURS AFTER YOU NOTIFY US OF THE LOSS, THEFT, DISPUTE OR POSSIBLE UNAUTHORIZED USE OF YOUR CARD (Contact in writing at Cardholder Services, P.O. Box 183258, Columbus, OH 43218-3258; Visa® Signature Card for Customer Service and to list as Lost or Stolen please call 1-855-340-8778; electronically at [dispute.services@fiserv.com](mailto:dispute.services@fiserv.com)). In addition, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa® [or Plus] networks, or to transactions using your personal identification number which are not processed by Visa®, at which time your liability will not exceed \$50.

16. **Effect of Regulations:** This agreement is the contract that applies to all transactions on your Account even though the sales, cash advances, or credit slips you sign may contain different terms. We may amend this Agreement from time to time. If required by Section 422.415, Wis. Stats., we will provide written notice of an amendment 90 days prior to the date the amendment is effective. Your use of the Card or Convenience Check thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions. No delay or omission in exercising any rights granted to us hereunder shall impair such rights or be construed to be a

waiver thereof. No waiver whatsoever shall be valid unless signed in writing by us and then only to the extent set forth therein.

**17. Fees and Charges:** (a) As permitted by Wisconsin Statutes, a \$25.00 late payment fee will be assessed against your Account if we do not receive your minimum payment on or before the due date set forth on your periodic statement. (b) You will be charged a lost Card replacement fee of \$6.00 for any lost Card which we must replace. To limit your personal liability, contact us immediately upon discovery of loss. (c) You will be provided one periodic statement per billing period and will be charged for each duplicate billing statement, draft, or machine receipt you request. Check our website, [landmarkcu.com](http://landmarkcu.com), or a fee schedule in any branch for the current fee. These fees will not be charged if the request is related to a billing error under the Fair Credit Billing Act. (d) There will be a \$30.00 charge for each check presented in payment that is returned unpaid. (e) There will be a cash advance fee the greater of \$5.00 or 3% of the amount of the cash advance.

**18. Termination:** If you are a resident of Wisconsin, our receipt of a written notice from your spouse terminating his or her liability for the Account will constitute an event of default if such termination materially impairs the condition, value or protection of our right to any collateral securing your obligations under this Agreement or your ability to pay the obligations due under this Agreement. You will remain responsible for all amounts charged to your Account both before and after receipt of such notice. Your privilege of using the Card and the Account shall expire on the date shown on the Card. You may terminate your Account relationship with us at any time by surrendering to us all your Cards and unused Convenience Checks, but you will remain liable to us for full payment of any balance on your Account. We may revoke your Card at any time without prior notification and without affecting your obligation to pay the Account balance.

**19. Change of Address:** We will send all Account statements and any other notices concerning this Account to your address as shown in our records. If you change your address, you must notify us of your new address within a reasonable time.

**20. Applicable State Laws:** The validity, construction, and enforcement of this Agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of Wisconsin.

**21. Joint Account:** You agree that all parties to your Account are authorized on your behalf to request Credit Line increases, to agree to amendments or modifications to the Account, to enter into settlements or agreements with us regarding the Account, to request additional Cards, or to authorize others to transact business on the Account. You agree to be jointly and severally liable for all charges to the Account made or authorized by any other party to the Account, whether or not such charges caused the Account balance to exceed the Credit Limit.

**22. Statement of Military Annual Percentage Rate (MAPR):** 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 transaction or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**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:

Cardholder Services

PO Box 183258

Columbus OH 43218-3258

Or, contact electronically at [dispute.services@fiserv.com](mailto:dispute.services@fiserv.com).

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 or electronically. 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:

1. We cannot try to collect the amount in question, or report you as delinquent on that amount.
2. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
4. 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:

Cardholder Services  
PO Box 183258  
Columbus OH 43218-3258  
Or, contact electronically at [dispute.services@fiserv.com](mailto:dispute.services@fiserv.com).

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.

Effective July 2023