

If you contact us via telephone or in person, we may require that you send us your complaint or question in writing within ten (10) business days of our request for a written request. If we require your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account for any error or dispute.

We will determine whether an error occurred within 10 business days after you contact us. If we determine an error has occurred we will make the necessary correction promptly. Depending on the nature of the error we may require up to 45 days to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your account within 10 business days after you contact us so that you will have the use of the money in question during the up to 45 days it takes us to complete our investigation.

New Accounts, Point-of-sale, Foreign-Initiated Transactions- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question after you contact us. For new accounts, if we decide to investigate your complaint or question we may require up to 20 business days to credit your account.

We will contact you with the results of our investigation within three business days of completing the investigation. If after our investigation we determine there was a lack of an error on your statement, we will send you a written explanation of our determination. You may make a written request for copies of the documents that we used in our investigation.

NOTE. If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within 10 business days.

- 18. Termination of EFT Services** You may terminate this EFT Agreement or any EFT service under this EFT Agreement at any time by notifying us in writing and stopping your use of your Card, and any access code, and any other EFT services. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this EFT Agreement at any time by notifying you orally or in writing. If we terminate this EFT Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your Card, access code, or username and password for any EFT service. Whether you or the Credit Union terminates this EFT Agreement, the termination shall not affect your obligations under this EFT Agreement for any EFTs made prior to termination.
- 19. Governing Law** – This EFT Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of North Dakota and local clearinghouse rules, as amended from time to time. Any disputes regarding this EFT Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 20. Enforcement** – In the event either party brings a legal action to enforce the EFT Agreement or collect any overdrawn funds on accounts accessed under this EFT Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
- 21. Severability**– If a court holds any portion of this EFT Agreement to be invalid or unenforceable, the remainder of this EFT Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

VIII. VISA CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Visa Credit Card Agreement and Truth in Lending Disclosure ("Visa Agreement") the words **you** and **your** mean each and all of those who apply for the card or who sign this Visa Agreement. **Card** means the Visa Credit Card and any duplicates and renewals we issue. Everyone who received, signs or uses a card issued under this Visa Agreement must be a member of this Credit Union. **Account** means your Visa Credit Card Line of Credit account with us. **We, us, ours, CCU, Credit Union** means Capital Credit Union. **Visa Agreement** means the following terms and the Account Opening Disclosures.

THE GRANTING OF A SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest. If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

1. **Responsibility** – If the Credit Union issues you a card, you agree to repay all debts and INTEREST CHARGES AND FEES arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse, minor children and anyone else listed on the card. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes party to this Visa Agreement and is also jointly responsible for all charges on the account, including yours.
2. **Variable Rates** – The Annual Percentage Rate (APR) that applies to your account will vary with changes to the Prime Rate, which means your APR can increase or decrease as a result of the changes in the Prime Rate. If the APR increases, you will have to pay a higher periodic finance charge and may have to make a higher minimum payment. On the last day of each month, the Credit Union determines the Prime Rate as published in the Wall Street Journal. We then add a margin to the Prime Rate to get the APR for the following month. If the Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. The margins for purchase, balance transfers and cash advances for Visa with Rewards Credit Card and Visa without Rewards Credit Card are disclosed in the brochure and the truth in lending disclosure, which are incorporated herein by reference.
3. **Requirements** - Must be 18 years of age to open a VISA Credit Card; unless signed by a cosigner, including the parent, legal guardian, spouse, or any other individual who has attained the age of 18 having a means to repay debts incurred by the consumer in connection with the account.
4. **Credit Line** – If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed the approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment applied to principal. You may request an increase in your Credit Line only by written application to us with all parties' signatures, which must be approved by our credit manager or loan officer. By giving you written notice our credit manager may reduce or increase your Credit Line from time to time, or with good cause, revoke your card and terminate this Visa Agreement. Good cause includes your failure to comply with this Visa Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Visa Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Visa Agreement.
5. **Using The Card** – To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to participating VISA plan merchant, to us or to another financial institution. This will usually require a signature for and sign the sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made; however sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.
6. **No Annual Fee** - The credit union does not charge an annual fee for your card.
7. **Monthly Payment** – The Credit Union will provide monthly statements either by mail, or electronically if you have selected eStatements. Your monthly statement will show the following: previous balances of purchases, cash advances, and/ or balance transfers, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance, the INTEREST CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. If your Minimum Payment has not reached us within 15 days after the due date on your statement, we will assess a late payment fee as disclosed in the Account Opening Disclosures. By a separate agreement you

may authorize us to charge the Minimum Payment automatically from your share or share draft account with us. You may 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 is disclosed in the Account Opening Disclosures. In addition, at any time your Total New Balance exceeds your Credit Line you will be required to pay the Minimum payment due on the account plus the amount in excess of your approved credit line. Minimum payments are applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest until the payment is exhausted. Amounts in excess of the minimum payment will be applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest, then to the unbilled balances bearing the highest rate of interest to the following lower rate of interest until the payment is exhausted. The Credit Union may allocate the entire amount paid in excess of the minimum payment to a balance on which interest is deferred during the last two billing cycles immediately preceding the expiration of the period during which interest is deferred.

8. **Interest Charges** – Capital Credit Union offers members a VISA card with options as disclosed in the Account Opening Disclosures. Your account will be subject to an INTEREST CHARGE, as disclosed in the Account Opening Disclosures, on the average daily unpaid principal balance of the account. To get the daily balance, we add new cash advances, balance transfers, new purchases and other charges posted to your account that day (i.e. credit insurance, annual fees if applicable) and subtract any payments or credits. The unpaid principal balance is the principal portion of your previous Balance, reduced by payments you made and credit we apply, and increased by cash advances and purchases you make during the statement period. Cash advances and balance transfers bear interest from the date of posting to your account until the date payment is received in full. Purchases are subject to interest from the date of posting to your account. However, you can avoid INTEREST CHARGE on purchases made during the statement period by paying the full amount of the New Balance of purchases within 25 days of the statement date.
9. **Returns and Adjustments** – Merchants and others who honor the card may give credit for returns or adjustments. Credit returns will not be applied to your current amount due for the month. 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 if it is \$1 or more, refund it on your written request or automatically after 6 months.
10. **Foreign Transaction** – Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA U.S.A. Inc. from time to time. A fee will be imposed as specified in the fee schedule. A foreign transaction is any transaction that you complete or a merchant completes on your card and the cardholder's country is different than the merchant country excluding Puerto Rico, or the US Virgin Islands. This includes Internet and other transactions that are initiated in the U.S. with a merchant who processes the transaction in a foreign country or foreign currency. This foreign fee will be posted as a separate transaction on your statement.
11. **Default** – You will be in default if you fail to make your required Minimum Payment on time. The Credit Union has the right to demand immediate payment of your full account balance, including interest and fees, if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.
12. **Credit Information** – You authorize us to investigate your credit standing when opening, renewing or when we are reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our by-laws.
13. **Liability for Unauthorized Use** – If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: P.O. Box 2096, Bismarck, ND 58502, or call us at 701-255-0042. 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. In any case, your liability will not exceed \$50.
14. **Effect of Agreement** – This Visa Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, or credit slips you sign or receive may contain different terms. We may amend this Visa Agreement from time to time by sending you the advance written notice required by law. 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. You may terminate the account by surrendering the card(s) and paying off the balance in full before the new Visa Agreement becomes effective.
15. **Other Charges** – The Account Opening Disclosures and Rate and Fee Schedule (which may be obtained at any location or requested by mail) discloses other charges which will be added to your account as applicable.
16. **Insurance** – You understand that you are not required to purchase Credit Life and/or Credit Disability Insurance in order to obtain your VISA card. You acknowledge receiving a copy of a voluntary insurance disclosure and authorization. The cost of any insurance you have chosen will be added to your principal balance each month.
17. **Acknowledgment** – This Visa Agreement has been furnished to you by Capital Credit Union. You acknowledge receipt and acceptance of said Visa Agreement. By the signing, acceptance, and use of the VISA Card issued to you, you hereby accept all of the terms and conditions of this Visa Agreement.
18. **Illegal Transactions Prohibited** – You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

19. 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.

20. What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to the Credit Union at:

Capital Credit Union

P.O. Box 2096, Bismarck, ND 58502

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.
- Include contact information for the Credit Union to contact you at.

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 the Credit Union, but if you do call we are not required to investigate any potential errors and you may have to pay the amount in question.

21. What Will Happen After We Receive Your Letter

When the credit union receives 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; or
- 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 the Credit Union investigates whether or not there has been an error:

- We cannot attempt 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. The Credit Union may then report you as delinquent if you do not pay the amount we think you owe.

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

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

22. 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: Capital Credit Union
P.O. Box 2096, Bismarck, ND 58502.

While the Credit Union investigates, 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.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact the credit union in writing at:

FACTS

WHAT DOES CAPITAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Capital Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Capital Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Call 701-255-0042 or go to www.capcu.org

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What we do	
How does Capital Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Capital Credit Union collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with our affiliates</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with nonaffiliates so they can market to you</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Capital Credit Union doesn't jointly market</i>



Revised: 4/7/2023

Business Account Agreements

These Business Account Agreements ("Business Agreement") cover your and our rights and responsibilities concerning business Accounts Capital Credit Union offers. The Business Membership and Business Account Agreements (Agreements) are the contracts governing your rights and obligations when using your Business Account(s) offered by Capital Credit Union ("CCU"). Please read this booklet carefully and retain it for your records.

Your account type(s) and ownership features are designated on your Business Membership Application form. By signing a Business Membership Application, (or other Account documentation) that is a part of the Business Account Agreements, and by providing valid business entity documentation if requested by CCU, by providing a valid picture identification (e.g., current driver's license, military identification, passport, current school identification), or by accessing any CCU Account or using an access device subject to the Agreements, you, jointly and severally, agree to all terms and conditions in or delivered in connection with the Business Account Agreements, including but not limited to the CCU Business Account Disclosure, the Funds Availability Policy, the Electronic Funds Transfer Services Agreement and Disclosure, Merchant Capture User Agreement, ACH Origination Agreement and CCU's bylaws and policies, all as amended from time to time (and all of which are incorporated into the Business Account Agreements). Some accounts (e.g., Certificates of Deposit and Money Market Accounts) are also subject to additional rules that will be supplied upon opening those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your rights under the Business Account Agreements. You also agree that additional accounts and services you request in the future will be governed by the Business Account Agreements, as amended from time to time.