



Alliant Cashback Visa® Signature Card Agreement

In this Agreement the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Credit Card” or “Card” means the Alliant Cashback Visa Signature Card and any duplicates, renewals, or substitutions Alliant issues to you; “Account” means your Alliant Cashback Visa Signature Card line of credit account with Alliant Credit Union; and “Alliant,” “we,” “us,” and “our” mean Alliant Credit Union or anyone to whom Alliant transfers this Agreement. Information in your credit report will be used to determine if you qualify for an account and if so, your qualifying *Annual Percentage Rate (APR)* and credit access line.

1. Using Your Account. If you are approved for an Account, Alliant will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, balance transfers, cash advances, fees, *Finance Charges*, plus *Other Charges*) that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to Alliant. Alliant has the right to reduce your credit limit and/or cash advance limit, refuse to make an advance, refuse any transaction and/or terminate your Account at any time for any reason not prohibited by law.

2. Using Your Card. You may use your Card to make purchases from merchants and others who accept Visa Cards for personal, family or household purpose purchases. You may not use your Card to initiate any type of electronic gambling transaction through the Internet. You may not use your Card to make payments on defaulted/charged-off debt. If you wish to pay for goods or services over the Internet, you may be required to provide Card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from Alliant and from other financial institutions that accept Visa Cards, and from some automated teller machines (ATMs). (Not all ATMs accept Visa Cards.) To obtain cash advances from an ATM, you must use a Personal Identification Number (PIN). To request a PIN for your Card, call 866-444-8529. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law.

3. Responsibility. You agree to pay all charges (purchases, balance transfers and cash advances) to your Account that are made by you or anyone you authorize to use your Account. You also agree to pay all *Finance Charges* and *Other Charges* added to your Account under the terms of this Agreement or another agreement you made with Alliant.

In order to comply with various laws and regulations as well as manage your Account, you are responsible for providing us 1) your legal name(s); 2) your mailing address and place of residence (if different); 3) your date of birth;

4) your Social Security number or other government identification number; 5) your telephone number(s); and 6) your employment and income information. You must tell us when any of this information changes. To protect your identity and Account, we may ask you to provide documents to verify changes. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

4. Finance Charges: Interest Accrual for New Purchases and Balance Transfers. We calculate the interest charge on your account by applying the periodic rate to the amount you owe at the end of each billing cycle (including new purchases, advances, and/or fees and deducting payments and credits made during the billing cycle). To avoid an additional interest charge on the balance of purchases and balance transfers, you must pay the entire balance on the billing statement by the Payment Due Date of that statement or 25 days from the statement closing date listed on that statement, whichever is longer.

Interest Accrual for Cash Advances. A cash advance, includes purchases of cryptocurrency (e.g. Bitcoin, Ethereum or Litecoin), foreign currency, commodity currency (e.g. gold or silver) or any other currency (i.e. something that is in circulation as a medium of exchange) (collectively hereinafter “cash advances”). An interest charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. To avoid an additional interest charge on the balance of cash advances, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement.

Interest Calculations for Purchases, Balance Transfers and Cash Advances. The interest charge is calculated separately for purchases, balance transfers and cash advances. Average daily balance of purchases and balance transfers interest charges are computed by applying the monthly periodic rate to the average daily balance of purchases and balance transfers. To get the average daily balance of purchases and balance transfers, we take the beginning outstanding balance of purchases and balance transfers each day, add any new purchases and balance transfers, and subtract any payments and/or credits. This

gives us the daily balance of purchases and balance transfers. Then, we add all the daily balances of purchases and balance transfers for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases and balance transfers. Average daily balance of cash advances interest charges are computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. The minimum periodic *Finance Charge* on any balance is \$1.

5. Balance Transfers and Cash Advances. Balance transfers must be transferred from any financial institution other than Alliant. Balance transfers and cash advances may not be used to pay any Alliant accounts. Amounts transferred are subject to your available credit limit. Alliant is not required to honor a balance transfer request that will cause you to exceed your available credit limit. Alliant will not be responsible for late payment or non-payment to other card issuers. Alliant is not responsible for fees that may be charged for cash advances performed at other financial institutions and ATM owners. It may take up to three (3) weeks to set up the new Visa account and/or to post the balance transfer transaction. You should continue to make all required payments until you confirm that the balance transfer was made. Alliant will not close your other accounts even if you transfer the entire balance. If you wish to close another account, you should contact the issuer directly. Balance transfers and cash advances do not qualify to earn cash back on the Alliant Cashback Visa Signature Card. Accounts will be limited to one (1) cash advance transaction per 24-hour period. Cash advances requested in person at any financial institution that accepts Visa or through the Alliant Member Contact Center have a daily maximum limit of \$2,500. Cash advances performed through an ATM have a daily maximum limit of \$1,000. Cash advances are limited to 25% of your credit limit.

6. Payments. Each month you must pay at least the minimum payment shown on your statement by the Payment Due Date specified on the statement. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments each month or pay more than the minimum payment required, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit

balance). Alliant also has the right to demand immediate payment of any amount by which you are over your credit limit. Automatic Payment Option: You may request to have Alliant initiate debit or credit entries via Electronic Funds Transfer through the Automated Clearing House (EFT-ACH) on your account at the depository financial institution of your choice to pay your Alliant Cashback Visa Signature Card. By accepting this option, you also authorize Alliant to perform any necessary correction entries, as needed, to your account at your designated depository financial institution. You understand that it may take up to two (2) billing cycles to set up and/or change existing EFT-ACH debit(s) on your account. You should continue to make all required payments until you confirm that the EFT-ACH debit has been set up. You understand that you will be responsible for making sure there are sufficient funds in your account on the EFT-ACH due date as indicated on your Credit Card statement. If the interest rate changes or if you take an advance against your line of credit, you understand and agree that your EFT-ACH payment will be updated to reflect the change(s). You also understand if you change the payment frequency on your loan and/or elect to use the coverage provided by Alliant's Member Assistance Program, or if you take advantage of any other program or offer made or approved by Alliant, your EFT-ACH payment will also be updated to reflect this change, pursuant to the terms of your authorized changes to the loan agreement. You agree that your rights in respect to each withdrawal shall be the same as if it were a check drawn on your account and you shall be fully protected in honoring such a withdrawal. You further agree that if any such withdrawal is dishonored, Alliant shall be under no liability whatsoever, if such dishonor results in late charges or revocation of your Card. Failure to make a successful loan payment via EFT-ACH for three (3) consecutive months may result in an automatic revocation of the EFT-ACH by Alliant. This authority is to remain in full force and is effective until Alliant has received written notification from you of any payment or termination at such time and in such manner as to afford Alliant a reasonable opportunity to act on it. Alliant reserves the right to hold your Credit Card payment for five (5) business days; after the funds clear, the payment will be credited to your account as of the date the payment was received.

7. Payment Allocation. Subject to applicable law, your minimum payment amount may be applied to what you owe Alliant in the following order: *Finance Charges*, Fees, Non-interest Bearing Transactions, Previous Promotional Balance, Balance Cash, Balance Retail, Cycle-to-Date Promotional Balance, Cycle-to-Date Cash, then Cycle-to-Date Retail (Cycle-to-Date = statement billing period). Any payment amount in excess of the minimum payment will be applied first to the Card balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.

8. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy, become insolvent or otherwise are unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that Alliant believes may substantially reduce your ability to repay what you owe. When you are in default, Alliant has the right to demand immediate payment of your full Account balance without giving you any advance notice. If immediate payment is demanded, you agree to continue paying *Finance Charges*, at the daily periodic interest rate charged at the time of default, until what you owe has been paid. You also agree that any shares that were given as security for your Account may be applied toward what you owe, unless otherwise prohibited by law. Alliant may, but is not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if Alliant asks you to. This Agreement applies to any balances on your account, including any balance over your credit line. **Collection Fee:** You promise to pay, subject to applicable law, all costs of collecting what you owe under this Agreement and all costs of realizing any security given on the Account, including court costs, collection agency fees and reasonable attorney fees. Alliant may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy, appeals or post-judgment proceedings.

9. Liability for Unauthorized Use-Lost/Stolen Card Notification. You agree to notify Alliant immediately of the loss, theft, or unauthorized use of your Credit Card, either orally by contacting us by telephone at 866-444-8529 or in writing by mailing to Attn: Plastic Card Operations, PO Box 66945, Chicago, IL 60666-0945. Telephone notification can be given twenty four (24) hours a day, seven (7) days a week. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify Alliant of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Credit Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.

10. Changing or Terminating Your Account. Alliant may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Either you or Alliant may terminate this Agreement at any time, but termination by you or Alliant will not affect your obligation to pay the Account balance plus any Finance Charges and Other Charges you

owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized as described in Section 9. The card or cards you receive remain the property of Alliant and you must recover and surrender to Alliant all cards upon request or upon termination of this Agreement whether by you or Alliant. Alliant has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or Alliant. If this is a joint Account, Section 15 of this Agreement also applies to termination of the Account. If at any time you change from a Visa Platinum Rewards or Visa Platinum to an Alliant Cashback Visa Signature account or vice versa, you are ineligible for any introductory or incentive offers, unless the specific terms of the promotion allow. See Section 20 of this Agreement for other terms that may apply. If for any reason your Alliant Cashback Visa Signature account is closed, including but not limited to switching from an Alliant Cashback Visa Signature account to a Visa Platinum Rewards or Visa Platinum account, you will forfeit your unredeemed cash back balance immediately.

11. Credit Information. You authorize Alliant to investigate your credit standing when opening or reviewing your Account. You authorize Alliant to disclose information, including negative information, regarding your Account to credit bureaus and creditors who inquire about your credit standing. We may report all users of the Account, including Authorized Users and Joint Owners.

12. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments. If your credits and payments exceed what you owe Alliant, the amount will be applied against future purchases and cash advances. A merchant credit from a return or adjustment after a statement is issued will not count as a payment unless the credit satisfies the entire statement balance. When the credit is less than the statement balance it will not be applied until the next statement cycle. As a result you are still required to make at least the minimum monthly payment or pay the full statement balance if you wish to avoid interest. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

13. Additional Benefits/Card Enhancements. Alliant may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that Alliant is not obligated to offer such services and may withdraw or change them at any time.

14. Foreign Transactions. Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your Account in U.S. dollars. The exchange rate for transactions in a foreign currency will

be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

15. Joint Accounts. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that Alliant can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

16. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

17. No Waiver. Alliant can delay enforcing any of its rights any number of times without losing them.

18. Final Expression. This Agreement is your contract with Alliant. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Terms and Conditions of the initial welcome packet that you received, the Alliant Cashback Visa Signature Program Terms and Conditions, Personal Identity Theft, Purchase Security, Travel Accident Insurance, and Warranty Manager Service are governed by those separate agreements, as amended from time to time, and when applicable, this Agreement.

19. Copy Received. By using your Credit Card, you acknowledge that you have received or reviewed a copy of this Agreement, including those agreements listed in Section 18, and that you agree to be bound by their terms and conditions.

20. Introductory and Incentive Offers. Introductory rate and incentive offers, including cash back, are not available to those members who had an outstanding balance on a closed Alliant Visa Credit Card account and or had an Alliant Visa within the last six months. If you are in an introductory rate promotion, you are not eligible to transfer Visa accounts until the introductory rate promotion has expired.

21. Military Lending Act (MLA) update. Important Information for Covered Borrowers under the Military Lending Act Effective 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). To hear this Military Lending Act disclosure and the payment obligations thereunder, call Alliant toll free at 1-844-228-3303.

22. Security Interest. Your Account is secured by all shares you have in any individual or joint account with Alliant, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. You authorize Alliant to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default. Collateral securing other loans you have with Alliant may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

See page 5 for important information regarding your billing rights.

YOUR BILLING RIGHTS - KEEP THIS NOTICE 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:

Alliant Credit Union, PO Box 66945,
Chicago, IL 60666-0945

You may also contact us on the Web:

www.alliantcreditunion.org by submitting an Error Resolution Form or sending a secure email by logging into your account on Alliant Online Banking at alliantcreditunion.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:

- 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. (Note: Neither of these is 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:

Alliant Credit Union, PO Box 66945,
Chicago, IL 60666-0945

You may also contact us on the Web:

www.alliantcreditunion.org by submitting an Error Resolution Form or sending a secure email by logging into your account on Alliant Online Banking at www.alliantcreditunion.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.



PO Box 66945, 11545 W. Touhy Avenue
Chicago, IL 60666-0945
alliantcreditunion.com

This credit union is federally insured by the
National Credit Union Administration.

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