

ORANGE COUNTY'S CREDIT UNION

**AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
FOR MASTERCARD® PLATINUM, PLATINUM REWARDS, AND SELECT CREDIT
CARDS**

EFFECTIVE: MARCH, 2016

**FOR SELECT CREDIT CARDS – NOTE: THIS CREDIT CARD ACCOUNT IS
SECURED BY FUNDS ON DEPOSIT WITH THE CREDIT UNION.**

In this Agreement and Disclosure Statement, the words “I,” “me,” “my,” and “mine” mean each and all of those who apply for or use the Orange County’s Credit Union MasterCard Credit Card and/or Account. “Credit Union,” “you,” “your,” and “yours” mean Orange County’s Credit Union. “Card” means the MasterCard Platinum, Platinum Rewards, and/or SELECT Card issued to me and any duplicates and/or renewals you may issue. “Account” means my MasterCard Card Account with you.

By requesting and receiving, signing, using, or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

AUTHORIZATION AND PAYMENT: I authorize you to pay and charge my Account for all Purchases, Balance Transfers, and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Balance Transfers, and Cash Advances charged to my Account whether resulting from: (1) actual use of my Card or Convenience Checks; (2) mail order or telephone, computer, or other electronic Purchases or Cash Advances made without presenting the Card; or (3) any other circumstance where I authorize a charge or advance, or authorize someone else to make a charge or advance, to my Account (collectively, “authorized charges”). I promise to pay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement (collectively, the “Account Balance”). Payments will continue until I have paid the Account Balance in full.

FINANCE CHARGES: The FINANCE CHARGE for a billing cycle will be the sum of four (4) components:

1. **Cash Advance Fee:** The first (1st) component of the FINANCE CHARGE is the Cash Advance Fee. Cash Advance transactions are subject to a Cash Advance Fee **FINANCE CHARGE** of two percent (2.00%) of the amount of the Advance that is posted to the Account during the billing cycle. However, the Cash Advance Fee shall not be less than \$5.00 or greater than \$50.00 for each Cash Advance.

2. Balance Transfer Fee: The second (2nd) component of the FINANCE CHARGE is the Balance Transfer Fee. Balance Transfer transactions are subject to a Balance Transfer Fee **FINANCE CHARGE** of two percent (2.00%) of the amount of the Balance Transfer that is posted to the Account during the billing cycle. However, Balance Transfer Fee shall not be less than \$5.00 or greater than \$50.00 for each Balance Transfer.

□

3. Foreign Transactions Fee: The third (3rd) component of the FINANCE CHARGE is the Foreign Transactions Fee. All foreign transactions, whether or not they require a currency conversion, are subject to Foreign Transaction Fee **FINANCE CHARGE** of 1.00% of the transaction amount.

Purchases, Cash Advances, and Credits made in foreign currencies will be billed to my Account in U.S. Dollars. The conversion to U.S. Dollars will be made in accordance with the MasterCard operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing such transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

4. Monthly Periodic FINANCE CHARGE, Monthly Periodic Rate, and Standard ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances: The fourth (4th) component of the FINANCE CHARGE is the Monthly Periodic FINANCE CHARGE for Purchases, Balance Transfers, and Cash Advances. The Monthly Periodic Rate used in calculating the Monthly Periodic **FINANCE CHARGE** for Purchases, Balance Transfers, and Cash Advances is based upon the Prime Rate as published in the Money Rates section of the print edition of *The Wall Street Journal* (the "Index"). My **ANNUAL PERCENTAGE RATE** for Purchases, Balance Transfers, and Cash Advances is determined by adding a "Margin" as set forth on the enclosed Account Opening Table to the Index in effect as of the last business day of the month preceding the month of my Adjustment Date. The Initial Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table (the corresponding Initial **ANNUAL PERCENTAGE RATE** for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table). There is no Minimum Monthly Periodic **FINANCE CHARGE** for Purchases, Balance Transfers, and Cash Advances.

My ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will be related to a comparable Index as permitted

under the Change in Terms paragraph below. You may waive an increase in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances is subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last business day of January shall be used to calculate the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances change effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last business day of December shall be used to calculate the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances change effective on the billing closing date in January of the following year.

There is no maximum ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement, except that the maximum ANNUAL PERCENTAGE RATE shall not exceed the maximum ANNUAL PERCENTAGE RATE permitted under applicable law. There is no minimum ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement. There are no annual or other limitations on changes in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement. Decreases in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances in accordance with the terms of this Agreement are mandatory. Increases in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will result in changes in the amount of the payments required to repay the Account Balance.

The Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances is determined by dividing the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances by twelve (12) and will change when the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances changes.

HOW TO COMPUTE THE BALANCE UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:

If the New Balance shown on my monthly statement is paid in full by the payment Due Date shown on the statement, no interest charge will be imposed on the Current Cycle Purchases (which are the purchases itemized on the statement). If an "Interest Charge" is shown on my statement, it is computed by applying the periodic rate to the average daily balance of previous billing cycle purchases plus the average daily balance of old purchases plus the average daily balance of Cash Advances and Balance Transfers. The average daily outstanding balance is

computed in accordance with the method described below. Cash Advances and Balance Transfers are always subject to Interest Charges on the date of the transaction.

Average daily outstanding balance for the billing period is determined by dividing the sum of the amounts owed to you on each day of the billing period by the number of days in the billing period, except that:

- A. The amount of new Purchases shown on the statement and the outstanding balance at the beginning of the billing period is not considered part of the average daily outstanding balance during the billing period if the total amount owed to you at the beginning of the billing period was paid in full within 25 days after that beginning date.
- B. Interest charges and any annual fee are not included in the average daily outstanding balance.

MINIMUM PAYMENT: Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or share draft account. I may; of course, pay more frequently, pay more or pay the New Balance in full, and I will reduce my periodic FINANCE CHARGE by doing so. The Minimum Payment Due will be either: (a) 3.00% of my New Balance or \$25.00, whichever is greater; or (b) my New Balance, if it is less than \$25.00. In addition, I must pay any amount on my periodic statement listed as past due and any late charge.

I understand and agree that any Payment made by me will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid Periodic FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (c) outstanding principal balances of Purchases, Balance Transfers, and Cash Advances previously billed; and (d) current Purchases, Balance Transfers, and Cash Advances. However, any portion of my payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest ANNUAL PERCENTAGE RATE and any remaining portion will be applied to the other balances in descending order based upon the applicable ANNUAL PERCENTAGE RATE. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them.

LATE CHARGE: You will charge a Late Charge of up to \$7.00 with respect to any monthly billing cycle as a late payment charge on the Minimum Payment Due that is not paid within 5 days after the Payment Due Date.

RETURNED PAYMENT FEE: You will charge a Returned Payment Fee of up to \$25.00 with respect to any payment item you receive that cannot be paid and/or must be returned for insufficient funds.

PURCHASES AND ADVANCES: I may make Purchases and request Balance Transfers and Cash Advances in accordance with your then-current loan policies. My Purchases and Balance Transfers may not exceed my Credit Limit. If my Account is not secured by shares (see the

“Pledge of Shares” paragraph below), I may request Cash Advances up to 50% of my Credit Limit. If my Account is secured by shares, I may request Cash Advances up to 25% of my Credit Limit. I understand and agree that all Purchases, Balance Transfers, and Cash Advances, and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are subject to your approval.

USING THE CARD: To make a Purchase or obtain a Cash Advance, there are two alternative procedures to be followed. One is for me to present the Card or Card number to a participating MasterCard plan merchant or to you or to another financial institution, and sign or authorize a sales or Cash Advance draft. The other is to complete the transaction by using my 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 MasterCard system.

My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

ELECTRONIC FUND TRANSFER: In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

PREPAYMENT OR IRREGULAR PAYMENTS: Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand and agree that I will only be charged FINANCE CHARGES to the date I repay my entire Account Balance. I may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my loan will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my Account Balance will (a) increase or (b) decrease my Monthly Periodic FINANCE CHARGE.

PAYMENTS BY AUTOMATIC TRANSFER: If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account from which the scheduled payment was to be made. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the

Account Balance is paid in full. You may cancel this service at your discretion.

DEFAULT: I will be in default if: (1) I do not pay on time or in the proper amount(s); (2) I fail to abide by any of the terms of this Agreement; (3) my creditworthiness is impaired; or (4) I die, become insolvent, or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that FINANCE CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement and Disclosure Statement will continue to accrue until I repay my entire Account Balance.

ACCELERATION AND COLLECTION COSTS: Upon my default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account and Card privileges and/or you may demand immediate payment of the Account Balance and your collection costs, reasonable attorneys' fees, and court costs (collectively, "Collection-Related Charges"). I understand and agree that I will be subject to FINANCE CHARGES (at the applicable Monthly Periodic Rate), late charges, over limit fees, and Collection-Related Charges under the terms disclosed in this Agreement, until I repay my entire Account Balance.

RESPONSIBILITY: I agree to repay you according to the terms of this Agreement for all Purchases, Balance Transfers, Cash Advances, FINANCE CHARGES, late charges, and other fees, if any, arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you. My obligation to pay the Account Balance continues even though an agreement, divorce decree, or other court judgment to which you are not a party may direct me or one of the other persons responsible to pay the Account. If this is a joint account, each person who uses the Account and/or Card is jointly and severally responsible with me for charges he or she makes, even if the Account and/or Card is used only by one of us. I am liable to pay the entire balance of the Account even if the joint accountholder is ordered by a court to pay you or if the joint accountholder fails to pay you as ordered by the court. I understand that my account status will continue to be reported to credit bureaus under each account holder's name. The delivery of notices or billing statements to any account holder constitutes notice to each account holder. You may rely on instructions given by any account holder. The Cards remain your property and I must recover and surrender to you all Cards upon your request and/or upon termination of this Account.

AUTHORIZED USERS: I may request additional Cards for authorized users. I must pay you for all charges made by authorized users. I must pay you even if I did not intend to be responsible for those charges. I must notify you to withdraw any permission I gave to an authorized user to use my Account.

UNAUTHORIZED USE: If I notice the loss or theft of my Card, Account number, or PIN, or a possible unauthorized use of my Card, I should call you immediately at the number listed on my periodic statement. I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50.00. My liability may be lower in cases of MasterCard Credit

Card fraud in accordance with current MasterCard U.S.A., Inc. Operating Regulations and such liability may not apply when the Account and/or Card is used to make an electronic transfer.

TERMINATION: You may terminate this Agreement upon my default. Either you or I may terminate this Agreement for other good cause. In no event shall any termination relieve me of my obligation to repay the Account Balance. I agree to return all the Cards issued to me or any party designated by me.

PLEDGE OF SHARES: If my Card is a Secured Card, I must sign a separate Share Pledge Agreement. When doing so, I understand and agree that I am pledging, under the Uniform Commercial Code, shares now or in the future on deposit in my regular share account(s) up to my Credit Limit. I understand that I must, at all times, keep a sum equal to my Credit Limit on deposit in my regular share account(s) until I repay my entire Account Balance and the Account is terminated. I understand and agree that this security interest will cover future Purchases, Cash Advances, and Balance Transfers under this Agreement. If I default, you may apply these shares to repay my loan in accordance with federal or other law. I understand that the ANNUAL PERCENTAGE RATE quoted above does not take into account the amount pledged in my regular share account(s).

TRANSACTION SLIPS: My periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my periodic statement. You may make a reasonable charge for any photocopies or slips I request.

PLAN MERCHANT DISPUTES: You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and: (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50.00 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant.

RETURNS AND ADJUSTMENTS: Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

SURRENDER OF CARD(S): The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the Account.

PAYMENTS MARKED "PAYMENT IN FULL:": You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights

under this Agreement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

DELAY IN ENFORCEMENT: You can delay enforcing any of your rights under this Agreement without losing them.

GOVERNING LAW: I understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "Additional Disclosure – Federal Truth-in-Lending Act" that is delivered together with this form is an integrated part of the Agreement.

MEMBERSHIP REQUIREMENT: I understand and agree that I must be and remain a Member in good standing with you to be eligible for continuing Account and/or Card privileges, including future Purchases, Balance Transfers, and Cash Advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not maintain my Membership with you.

CHANGE OF TERMS: This Agreement is the contract that applies to all transactions on the Account even though the sales, Cash Advance, Credit, or other slips I sign or receive may contain different terms. I understand and agree that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions in accordance with applicable law.

CREDIT INFORMATION: I authorize you to investigate my credit standing when opening, renewing, or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extend authorized by law.

CHANGE OF NAME, ADDRESS, OR EMPLOYMENT STATUS: I understand and agree that I must report to you any change in my name, address, or employment status.

ACCURACY OF INFORMATION: The information provided in my request for credit (application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the application. I understand that it is a violation of Section 1014, Title 18, United States Code to make false statements or overvalue security for the purpose of influencing the action of any federally-insured credit union. You may gather whatever credit and/or employment information you deem necessary and appropriate from time to time and you may give information concerning your credit experience with me to others.

ADDITIONAL TERMS APPLICABLE TO APPLE PAY, ® ANDROID PAY, ® GOOGLE PAY, ® AND OTHER DIGITAL WALLET TRANSACTIONS

These Terms for Adding My Card to a Digital Wallet (the "Terms") apply when I choose to add

an Orange County's Credit Union Credit Card ("Card") to a Digital Wallet ("Wallet"), such as Apple Pay, Android Pay, or Google Pay ("Wallet Provider"). When I add a Card to the Wallet, I agree to these Terms:

ADDING MY CARD: I can add an eligible Card to the Wallet by following the instructions of the Wallet Provider. Only Cards that you indicate are eligible can be added to the Wallet. If my Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When I add a Card to the Wallet, the Wallet allows me to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where my Card is accepted.

MY CARD TERMS DO NOT CHANGE: The terms of this Agreement and Disclosure Statement do not change when I add my Card to the Wallet. The Wallet simply provides another way for me to make purchases with the Card. Any applicable interest, fees, and charges that apply to my Card will also apply when I use the Wallet to access my Card. You do not charge me any additional fees for adding my Card to the Wallet or for using my Card in the Wallet. The Wallet Provider and other third parties, such as wireless companies or data service providers, may charge me fees.

YOU ARE NOT RESPONSIBLE FOR THE WALLET: You are not the provider of the Wallet, and you are not responsible for providing the Wallet service to me. You are only responsible for supplying information securely to the Wallet Provider to allow usage of the Card in the Wallet. You are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. You are not responsible for the performance or non-performance of the Wallet Provider or any other third parties regarding any agreement I enter into with the Wallet Provider or associated third-party relationships that may impact my use of the Wallet.

CONTACTING ME ELECTRONICALLY AND BY E-MAIL: I consent to receive electronic communications and disclosures from you in connection with my Card and the Wallet. I agree that you can contact me by e-mail at any e-mail address I provide to you in connection with any account with you, which may include contact from companies working on your behalf to service my accounts. I agree to update my contact information with you when it changes.

REMOVING MY CARD FROM THE WALLET: I should contact the Wallet Provider about how to remove my Card from the Wallet. You can block the Card in the Wallet from purchases at any time.

ENDING OR CHANGING THESE TERMS; ASSIGNMENTS: You can terminate these Terms at any time. You can also change these Terms, or add to, or delete from any items in these Terms, at any time. You will provide notice if required by law. You can also assign these Terms. I cannot change these terms, but I can terminate these Terms at any time by removing all Cards from the Wallet. I may not assign these Terms.

PRIVACY: My privacy and the security of my information are important to you. Our Privacy Policy (available here: <https://www.orangecountyscu.org/privacy-policy.php>) applies to Cards in the Wallet. I agree that you may share my information with the Wallet Provider, a payment

network, and others in order to provide the services I have requested, to make information available to me about my Card transactions, and to improve your ability to offer these services. This information helps you to add my Card to the Wallet and to maintain the Wallet. You do not control the privacy and security of my information that may be held by the Wallet Provider and that is governed by the privacy policy given to me by the Wallet Provider.

NOTICES: You can provide notices to me concerning these Terms and my use of a Card in the Wallet by posting the material on your Web site, through electronic notice given to any e-mail address or telephone number I provide to you, or by contacting me at the current address we have on file for me. I may contact you at: (888) 354-6228.

QUESTIONS: If I have any questions, disputes, or complaints about the Wallet, I will contact the Wallet Provider using the information given to me by the Wallet Provider. If my question, dispute, or complaint is about my Card, then I will contact you at: (888) 354-6628.

ADDITIONAL TERMS APPLICABLE TO MASTERCARD CHECKS

CHECK USES: I can use the MasterCard Convenience Checks (“Checks” or “Check”) to purchase goods and services. Use of the Checks is a Cash Advance on my Account and will be subject to the terms and conditions applicable to Cash Advances under this Agreement.

LIMITATIONS: You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if, at the time the Check is presented, I am in default or you have suspended, terminated, or canceled the Account. Each Check must be in the form you have issued to me. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. I am responsible for all authorized use of the Checks. I may not use the Checks to pay any amount which I owe you pursuant to this Agreement.

PERIODIC STATEMENTS: My periodic statement will show me an itemization of the Checks posted to the Account during the billing cycle. Checks paid by you will not be returned to me with my periodic statement.

RETURNED CHECK FEE: You will charge a fee per returned Check, which will be billed to the Account if my Check cannot be paid.

STOP PAYMENT: Provided such notice is timely so that you shall have reasonable opportunity to act upon it under your rules, I may order stop payment on a check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. I have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. You will charge a fee per Check when I place a stop payment on my Check(s), which will be billed to my Account.

SURRENDER OF MASTERCARD CHECKS: The Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

COPY RECEIVED: I acknowledge receipt of a copy of this Agreement and agree to accept its terms.

NOTICE: See the statement below for important information regarding my right to dispute billing errors.

MY BILLING RIGHTS
Keep this Document for Future Use

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF I FIND A MISTAKE ON MY STATEMENT:

If I think there is an error on my statement, write to you at the address on my periodic statement.

In my letter, I should give you the following information:

- Account information: My name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If I think there is an error on my bill, I will describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

- Within 60 days after the error appeared on my statement.
- At least 3 business days before an automated payment is scheduled, if I want to stop payment on the amount I think is wrong.

I must notify you of any potential errors in writing. I may call you, but if I do you are not required to investigate any potential errors and I may have to pay the amount in question.

WHAT WILL HAPPEN AFTER YOU RECEIVE MY LETTER:

When you receive my letter, you must do two things:

1. Within 30 days of receiving my letter, you must tell me that you received my letter. You must also tell me if you have already corrected the error.
2. Within 90 days of receiving my letter, you must either correct the error or explain to me why you believe the bill is correct.

While you investigate whether or not there has been an error:

- You cannot try to collect the amount in question, or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

After you finish your investigation, one of two things will happen:

- If you made a mistake: I will not have to pay the amount in question or any interest or other fees related to that amount.
- If you do not believe there was a mistake: I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

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

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

MY RIGHTS IF I AM DISSATISFIED WITH MY CREDIT CARD PURCHASES

If I am dissatisfied with the goods or services that I have purchased with my Card, and I have tried in good faith to correct the problem with the merchant, I 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 my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my Card for the purchase. Purchases made with cash advances from an

ATM or with a check that accesses my credit card account do not qualify.

3. I must not yet have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, contact us in writing at the address on my periodic statement.

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