

VISA DISCLOSURE AND CARDHOLDER AGREEMENT

This agreement covers your VISA. In this Agreement the words "you" and "your" mean any user of the card or cards previously indicated. "We", "our" and "us" mean Mountain America Federal Credit Union (MAFCU). You agree that if you sign, request, use or permit others to sign or use any of the cards issued by Mountain America Federal Credit Union that you have agreed to all of the following terms. "APR" means Annual Percentage Rate. "Account" means the relationship established between you and Mountain America Federal Credit Union. "Card" means VISA® Platinum Credit Card, or a VISA Debit Card or any other access devices we give you to access your account. "PRI" means Prime Rate Index.

You may use your account to buy goods and services any place your card is honored. You may also use your account to get a cash advance. You agree to all procedures required by us or any merchant which honors your card as well as all terms on your card. Any plural term used in this Agreement shall be deemed singular if context and construction so require. Any singular term used in this Agreement shall be deemed plural if context and construction so require.

1. CREDIT LIMIT. From time to time we may modify the maximum credit limit established for all extensions on your account. You agree to keep the total of purchases made on your account within that limit. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time without notice.

2. SECURITY INTEREST. You understand that by signing, using this card or line of credit, you agree, individually and collectively, to give MAFCU a security interest in all present and future shares you have, or have interest in, in any personal account(s) with us. Under the Federal Credit Union Act, we have a statutory lien on your shares and other deposits. This means we may place a lien on (freeze) your present and future shares, share certificates and dividends to the extent of that portion of your card account that is in default. You are also giving a security interest in all present and future checking accounts you have with us. You authorize us to take that money and apply it to what you owe if you are in default. You are not giving a security interest in any shares or money in an IRA, SEP, KEOGH, or any other account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. Additionally, you understand that collateral securing other loans, except real property, will secure this account.

3. CARDHOLDER SIGNATURE. Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

4. PAYMENTS. Payments will be credited the same day as received. In some cases, available credit may be delayed until the payment is verified. We will accept late or partial payments without forfeiting any of MAFCU's rights under this Agreement.

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

US dollar transactions made in foreign countries (a.k.a. single currency transactions) will be billed to you in US dollars and will be collected from you for any transaction conducted in US dollars from a foreign country as a separate transaction titled ISA Fee.

Transactions conducted in a US Territory, on a US military base, or within a US Embassy or Consulate will not incur either a foreign transaction fee or an ISA fee. Credit Vouchers (also known as returns) and Cash Reversals are not subject to a foreign transaction fee or ISA fee.

6. COMPUTATION OF THE PRIME RATE INDEX (PRI). The **Annual Percentage Rate (APR)** applied on your account is tied to the "PRI". The "PRI" is the highest prime rate published in the Wall Street Journal on the last business day of each month. If this index is no longer available, the credit union will choose a new index which is comparable to the index described herein. The interest rates may change on the first of every month.

7. PROMISE TO PAY. You promise to pay us all amounts borrowed by you, your co-applicant and/or authorized user under this Agreement, using your credit card or any other access device provided, plus any **finance charge** or other amounts due both before and after judgment. You agree to pay us on or before the due date shown on your monthly statement. Each month we will send you a statement showing any purchases, balance transfers, advances, or credits made on your account during that billing cycle and your new balance, and the date it is due.

Visa Credit: You may pay in full for all your purchases, balance transfers and advances each month or you may make the periodic minimum payment of 2.5% of the unpaid balance or \$15.00, whichever is greater. Balances under \$15.00 must be paid in full. You must pay the "Minimum Payment" due as shown on your statement, which shall include the minimum payment due on your new balance plus any amounts past due, plus any amount over your credit limit. If you exceed your credit limit the excess will be shown on your statement as "Amount Over Credit Limit." If your account has balances with different APRs, the minimum payment will first be allocated to any purchase interest, followed by any cash advance interest, then any balance transfer interest. Any payment amount received in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.

8. BALANCE DUE. If you miss a payment or if you break any other promise you have made under this Agreement, we may declare your entire balance due and payable at once without notice or demand. We may also do this if you have made any misrepresentation in applying for credit or if anything happens that indicates to us that you may be unable or unwilling to repay your loan.

9. BALANCE COMPUTATION METHOD. Visa Credit Balance Computation Method: Average Daily Balance including New Purchases. The balance subject to **finance charge** is identified on your monthly statement as "Balance Transfer Average Daily Balance", "Cash Advance Average Daily Balance" and "Purchases Average Daily Balance." We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the Balance Transfer Average Daily Balance, we take the beginning balance of your account each day, add new balance transfers and other debits, and subtract payments or credits. To get the Cash Advance Average Daily Balance, we take the beginning balance of your account each day, add new advances and other debits, and subtract payments or credits. To get the Purchases Average Daily Balance, we take the beginning balance each day, add new purchases and other debits, and subtract payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

VISA DISCLOSURE AND CARDHOLDER AGREEMENT

10. LIABILITY. If the card is issued to you and others on a joint application, each use of the card shall be an extension of credit to all and each of you shall be jointly and severally liable. If you allow anyone else to use your card, you will be liable for all credit extended to him/her.

11. USE OF CARD FOR ILLEGAL OR RISKY TRANSACTIONS. It is your responsibility to comply with all laws when using your MAFCU credit card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

12. 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 or call us immediately at the address or telephone number included in this agreement. You may also contact us on the Web at macu.com. 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.

- a. Debit Card Program.** Unless you have been grossly negligent or have engaged in fraud or illegal transactions, you will not be liable for any unauthorized transactions using your lost or stolen card, when used for point-of-sale transactions. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for \$50.00 plus any money you lost after the 60 days.

13. AUTHORIZED CARDHOLDERS. Mountain America may permit account holders to add Authorized Cardholders to an account upon request. The account holder assumes any responsibility or liability for any transactions that the Authorized Cardholder may initiate. Authorized cardholders (including MyExpress) will be given a card associated with the account holder's account. The use of authorized cards may not be for payroll purposes. Authorized cardholders shall not be permitted to withdraw funds directly from the teller line. It is understood by the account holder that funds may be accessed by Authorized Cardholders through use of the card; however, the funds will remain under the ownership of the share account holder.

14. LOST/REPLACEMENT CARD. You agree to promptly notify us orally or in writing if your card or card number is lost or stolen. You may notify us of the loss by sending a written notice or calling us at the address or telephone number listed on each billing statement. A \$10 fee may be assessed for each replacement card.

15. LATE FEE. We may assess a late fee if your "Minimum Payment Due" is not made by the 10th day following your payment due date. This fee will be \$15.00 on balances up to \$999.99, \$20.00 on balances of \$1000 up to \$1999.99, and \$25.00 on balances of \$2000.00 and over.

16. AUTOMATED TELLER MACHINE (ATM) FEE. A transaction fee may be assessed on your account when you use your card to access information or make any transaction on your Credit Union account(s). This fee is in addition to any other surcharge or transaction fees initiated by the proprietary ATM owner.

17. ANNUAL CARD FEE. No annual consumer card fee.

18. OVER LIMIT CHARGE. No over limit charge.

19. CASH ADVANCE FEE. No cash advance fee.

20. COLLECTION COSTS. If we are forced to take collection action you agree to pay all court costs and collection fees, including our reasonable attorney's fees and costs on appeal. If this account is assigned to an outside agency for collections, you agree to pay all attorneys' fees, court cost, and a collection charge of 30% of the outstanding balance at the time it is sent to collections, which will be added to the outstanding balance of your account.

21. CANCELLATION OF THIS AGREEMENT. You agree that the card(s) you have is our property and that we may terminate this Agreement if you break any of your promises or you are in default under this Agreement. The card(s) must be surrendered upon MAFCU's request or termination of this account.

22. HSA (Health Savings Accounts) DEBIT CARD TRANSACTIONS. Subject to Visa card regulations as stated in this disclosure and card holder agreement. In addition, all debit card transactions are subject to IRS regulations and reporting as stated on your HSA application and 5305-C disclosure statement. (Section 11.12.) All distributions are reported to the IRS as normal distributions.

23. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address in this agreement or you may also contact us on the Web at macu.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



MOUNTAIN AMERICA

CREDIT UNION

P.O. Box 9001 • West Jordan, UT 84084-9001

VISA DISCLOSURE AND CARDHOLDER AGREEMENT

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, as 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* or electronically at the address in this agreement or at **macu.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.

24. CHANGES IN THE AGREEMENT. By your signature on your card or the signature of any authorized user, you agree that we may change, according to law, the terms of this Agreement. These changes will apply to your new purchases, balance transfers and advances and to your outstanding balance. These changes may include, but are not limited to, any change in **finance charge**. We will mail notice of such change to you at your address shown on our records.

We may make changes in this Agreement, but we will notify you of such changes. Unless you terminate your right to participate within 45 days after the date of our notice by writing us at the address given in this disclosure, you agree to abide by this Agreement as changed.