

### Credit Tier 3

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for purchases and balance transfers	<b>10.99% Variable<sup>1</sup></b> <b>11.99% Rewards Variable<sup>1</sup></b>
Variable Rate Information	<b>Prime plus 7.74%</b> <b>Prime plus 8.74% Rewards</b>
Annual Percentage Rate (APR) for cash advances <sup>2</sup>	<b>17.9%</b>
Grace Period: How to avoid paying interest on purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance by the due date each month. Grace period does not apply to cash advances or balance transfers.
Minimum Interest Charge	None
APR for Balance Transfers	<b>4.99%</b> introductory APR through March 31st, 2013 After that your APR will be the APR for purchases, currently ranging from <b>7.99%</b> to <b>11.99%</b> , based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate ("Index Rate").
How we will calculate your balance	Average daily balance (including new purchases)
For credit card tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .
Fees	
Annual Fee	None
Balance Transfer Fee	None
Late Fee	\$15 on balances up to, but not including, \$1000 \$20 on balances of \$1000 up to, but not including, \$2000 \$25 on balances of \$2000 and over
Over Limit Fee	None
Card Benefits	
Extra Awards Points <sup>3</sup>	Earn one (1) award point for every \$1 you spend
<b>Verified by Visa</b>	Online purchases are secure when you register

*Applications are subject to credit approval. Your rate and credit limit will be determined by individual credit worthiness including income, debt ratio, employment and credit history. Must be 18 years of age to qualify. Verification of income may be required.*

<sup>1</sup>*Variable Rate Information: The Annual Percentage Rate may increase or decrease if the Prime Rate Index "PRI" increases or decreases. The Prime Rate Index 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.*

<sup>2</sup>*Applies to new and existing cash advance balances.*

<sup>3</sup>*Redemption of Extra Awards points is subject to the terms and conditions of awards program.*

## Credit Tier 3

### INITIAL DISCLOSURE AND CARDHOLDER AGREEMENT

This agreement covers your VISA, and/or Swift Cash (if applicable). 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. 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 or if you have Swift Cash, an overdraft 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. 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 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.

**2. 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. You agree to return the card to us or we may pick it up at any time after this Agreement is terminated. You may end this Agreement by returning the card to us and paying the outstanding balance of your account in full.

**3. 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.

**4. PROMISE TO PAY.** You promise to pay us all amounts borrowed under this Agreement, 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, 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 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. The “Minimum Payment” due as shown on your statement 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.” The amount you must pay for that statement will be shown as “Minimum Payment Due.”

**Visa Debit Card/Swift Cash:** You may pay in full for all your advances each month or you may make the periodic minimum payment of 3.5% of the unpaid balance or \$25.00 whichever is greater. Balances under \$25.00 must be paid in full.

**5. INTERNATIONAL SERVICE ASSESSMENT CURRENCY CONVERSION 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 rate may vary from the rate Visa itself receives or the government-mandated rate in

### Credit Tier 3

effect for the applicable central processing date plus 1 percent currency conversion fee. The currency conversion 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 currency conversion fee or an ISA fee. Credit Vouchers (also known as returns) and Cash Reversals are not subject to a currency conversion fee or ISA fee.

**6. COMPUTATION OF THE PRIME RATE INDEX (PRI).** The **Annual Percentage Rate (APR)** for all variable rate consumer advances and share secured advances, 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 **APR** will be the "PRI" plus the percentage shown below. The interest rates may change on the first of every month.

#### **7. BALANCE COMPUTATION METHOD.**

**a. Visa Credit Balance Computation Method: Average Daily Balance including New Purchases.** The balance subject to **finance charge** is identified on your monthly statement as "Cash Advance Average Daily Balance," "Purchases Average Daily Balance." or "Promotional Balance Transfer Balance." To get the Cash Advance or Promotional Balance Transfer Average Daily Balance, we take the beginning balance each day, add new advances and other debits, and subtract payments and credits. This gives us the daily balance. Then we add up all the daily balances in the billing cycle and divide by the number of days in the billing cycle. To get the Purchases Average Daily Balance, we take the beginning balance each day, add new purchases and other debits, and subtract payments and credits and divide by the number of days in the billing cycle.

**b. Visa Debit Card/Swift Cash Balance Computation Method.** The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added.

#### **8. FINANCE CHARGES.**

If the entire current Visa balance as shown on your monthly statement is paid in full by the due date, you will not be charged a periodic **finance charge** on the purchases average daily balance for the billing cycle ending on the due date. Cash Advances, and Promotional Balance Transfers are always subject to a **finance charge** from the date of posting.

The total **finance charge** shown on your monthly statement consists of the periodic finance charge on purchases and cash advances from the day of posting.

- a. Visa Platinum, credit tier 1, without rewards,** Variable Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .91583%. This is an APR of 10.99%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 7.74% with a maximum rate of 18.0% APR
- b. Visa Platinum, credit tier 1, with rewards,** Variable Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .99917%. This is an APR of 11.99%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 8.74% with a maximum rate of 18.0% APR.
- c. Visa Platinum, credit tier 1, without rewards,** Variable Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .91583%. This is an APR of 10.99%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 6.74% with a maximum rate of 18.0% APR..
- d. Visa Platinum, credit tier 1, with rewards,** Variable Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .99917%. This is an APR of 11.99%. The

### Credit Tier 3

annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 7.74% with a maximum rate of 18.0% APR.

- e. **Visa Platinum, credit tier 1, without rewards**, Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .74917%. This is an APR of 8.99%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 4.74% with a maximum rate of 18.0% APR.
- f. **Visa Platinum, credit tier 1, with rewards**, Interest Rate (25-day Grace Period). The monthly periodic rate on June 1, 2011 was .83250%. This is an APR of 9.99%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 5.74% with a maximum rate of 18.0% APR..
- g. **Cash Advance APR. This rate applies to all credit cards.** The monthly periodic rate on June 1, 2011 was 1.49167%. This is an APR of 17.9%. There is no grace period on a cash advance.
- h. **Promotional Balance Transfer. From time to time we may offer a Promotional Balance Transfer Rate. There is no grace period on Promotional Balance Transfers. Promotional Balance Transfer rates will be disclosed appropriately at the time of promotion.**
- i. **Visa Debit Card and/or Swift Cash** (if applicable), Variable Interest Rate. The total **finance charge** shown on your monthly statement consists of the periodic finance charge on loan advances to cover purchases, checks and cash advances from the day of posting. The daily periodic rate on June 1, 2011 was .032877% that is an APR of 12.0%. The annual percentage rate may vary. The flexible rate is based on the Mountain America Federal Credit Union PRI plus 6.0%. The minimum periodic rate is 12.0% APR and the maximum is 18.0% APR. There is no time period in which loan advances may be repaid without incurring a periodic **finance charge**. There is no grace period.

**9. 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.

**10. 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.

**11. 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 \$1000.00, \$20.00 on balances up to \$2000.00, and \$25.00 on balances over \$2000.00

**12. 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). An empty envelope fee up to \$30.00 may be assessed to your account for any deposit made through the ATM that does not contain a legitimate deposit. This fee is in addition to any other surcharge or transaction fees initiated by the proprietary ATM owner.

**13. ANNUAL CARD FEE.** No annual consumer card fee.

**14. OVER LIMIT CHARGE.** No over limit charge

**15. CASH ADVANCE FEE.** No cash advance fee

**16. BALANCE TRANSFER FEE.** No balance transfer fee

**16. 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.

### Credit Tier 3

**17. 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, I/we agree to pay all attorneys' fees, court cost, and a collection charge of 30%, which will be added to the outstanding balance of my account.

**18. YOUR BILLING RIGHTS.** The following is important about your rights and responsibilities under the Fair Credit Billing Act.

**In Case Of Errors Or Questions About Your Transactions.** (Applies to all covered transactions) The Federal Truth in Lending Act requires prompt correction of billing mistakes. If you believe that your card or your PIN has been lost or stolen or that a transaction involving your account has been made without your permission or if for any reason you wish to contact us about your account, call or write us as follows:

Mountain America Credit Union  
P.O. Box 9001  
West Jordan, Utah 84084-9001  
Telephone: (801) 325-6228

- a. Do not write on the statement. Call or write us at the address or number given above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement of receipt. We must hear from you no later than 60 days after the statement on which the problem or error first appeared was sent to you. On a separate sheet of paper write the following (you may telephone your inquiry but doing so will not preserve your rights under this law):
  1. Tell your name and account number;
  2. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you need only more information, explain the item you are not sure about, and if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send your copy of a sales charge or other document unless you have a duplicate copy for your records;
  3. To the extent possible, tell us the type, date and the amount of the suspected error;
  4. Any other information (such as your address) which you think will help the Credit Union identify you or the reason for your complaint or inquiry.
- b. We will tell you the result of our investigation within 10 Business Days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, however, we will re-credit your account within the 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
- c. If we determine that there was no error, we will send you a written explanation within 3 Business Days after we have finished our investigation. You may ask for copies of the documents that were used in our investigation. If we have re-credited your account during the investigation and determine that there was no error we will notify you of the date on which we will re-debit your account and amount debited. You should make certain your account contains sufficient funds to cover this debit but we will honor third party payable items or pre-authorize debits using the provisionally re-credited funds for five days time after we notify you.

**Your Rights And Our Responsibilities After We Received Your Written Notice.** The Credit Union must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we have corrected the error by then. Within 90 days after receiving your letter, the Credit Union must either correct the error or explain why the Credit Union believes the statement was correct.

### Credit Tier 3

Once the Credit Union has explained the statement, the Credit Union has no further obligation to you even though you believe that there is an error, except as provided in paragraph below.

After the Credit Union has been notified, neither the Credit Union nor any attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the Credit Union has answered your inquiry. However, you remain obligated to pay the parts of your statement not in dispute.

If it is determined that the Credit Union has made a mistake on your statement, you will not have to pay any finance charges on any disputed amount. If it turns out that the Credit Union has not made an error, you may have to pay **finance charges** on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your statement was correct, the Credit Union must send you a written notification of what you owe; and if it is determined that the Credit Union did make a mistake in billing the disputed amount you must be given the time to pay which you normally are given to pay undisputed amounts before any more **finance charges** or late payment charges on the disputed amount can be charged to you.

If the Credit Union's explanation does not satisfy you and you notify the Credit Union in writing within 10 days after you receive the explanation that you still refuse to pay the disputed amount, the Credit Union may report you to credit bureaus and other creditors and may pursue regular collection procedures. But, the Credit Union must also report that you think you do not owe the money, and the Credit Union must let you know to whom such reports were made. Once the matter has been settled between you and the Credit Union, the Credit Union must notify those to whom the Credit Union reported you as delinquent of the subsequent resolution.

**19. CHANGES IN THE AGREEMENT.** (Applies to all covered transactions) 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 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 in any covered Program 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.

### **20. ELECTRONIC FUND TRANSFER DISCLOSURE**

**1. PURPOSE AND SCOPE.** The basic rights, liabilities and responsibilities of the member and the Credit Union concerning any covered program are explained below. Covered programs and/or transaction include:

- a. Transactions through an AUTOMATED TELLER MACHINE** (hereinafter referred to as ATM)
- b. Pre-authorized debit and/or credit transactions through and AUTOMATIC CLEARING HOUSE ASSOCIATION** (hereinafter referred to as ACH)
- c. Transactions involving the TRANSFER OF FUNDS** from one account to another account which are (1) initiated by a TELEPHONE REQUEST from a member to the Credit Union, and (2) in which at least one of the accounts involved is NOT OWNED (either individually or jointly) by the member requesting the transfer.

These disclosures are made in accordance with Electronic Fund Transfer Act of 1978 ("EFT ACT") and other applicable laws and regulations.

### **2. AVAILABILITY AND LIMITS ON USE.**

## Credit Tier 3

**a. ATM Program:** In connection with your participation in the ATM Program, we have issued to you your own Personal Identification Number ("PIN"). Each time you wish to obtain funds from an automated teller machine ("TERMINAL") under the Program, you must communicate your PIN to the TERMINAL after inserting your CARD. To ensure that no unauthorized charges are made to your Account(s) under the Program you should take all reasonable precautions to prevent any other person from learning your PIN or using your CARD. NEVER KEEP ANY MATERIAL CONTAINING YOUR PIN ATTACHED TO OR NEAR YOUR CARD.

You may use your Card and PIN to (1) Withdraw cash from your savings and checking account(s) (2) Transfer funds between your savings and checking account(s) (3) Receive a loan advance from an approved account (4) Make deposits and/or loan payments to approved account(s) and all other transactions as applicable.

For security reasons, there are limits on the number and dollar amounts of deposits and withdrawals per business day which can be made under the ATM Program.

**b. ACH Program and Telephone Transfer:** (Upon Your Request) We may authorize debits (withdrawals) from or credits (deposits) to any of your Credit Union accounts or initiate a transfer of funds from your accounts. A maximum of six such transfers may be made from each savings or money market account each calendar month. The dollar amounts of debits from accounts are limited only by your available balances and available credit limits where applicable. A fee of up to \$25.00 will be assessed for each individual Debit item presented that takes the account into a negative balance.

### 3. DOCUMENTATION OF TRANSFERS.

**a. ATM Program:** For each ATM transaction, you may receive a descriptive receipt at the time of transaction. In addition, we will send you a monthly statement showing the status of your account, the covered EFT transactions made at Terminals, and any charges we have imposed. If there are no covered transactions in a particular month, we will send you a statement at least quarterly. In addition, if your account is scheduled to be credited by a pre-authorized electronic fund transfer from the same payor at least once every 60 days and if the payor doesn't provide notice to you that the transfer has been initiated you may call us at (801) 325-6228 to ascertain whether or not the transfer was received.

### 4. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

**a. ATM Program:** TELL US AT ONCE if you believe your card or your PIN has been lost or stolen or if your statement shows transactions you did not make. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) plus your maximum line(s) of credit.

**b. Debit Card Program:** Effective September 1, 2000. Additional Limits on Liability for debit card, when used for point-of-sale transactions. 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, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**c. ACH Program:** If your statement shows transactions that you did not make, tell us at once. If you tell us within 60 days after the statement was mailed to you, your maximum liability will be the actual amount of the transaction or \$50.00 whichever is less. If you do not tell us within 60 days after the statement was mailed to you, you may additionally be liable for any future unauthorized transactions that occur until such time as you notify us.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### 5. OUR LIABILITY FOR IMPROPER TRANSACTIONS OR PAYMENTS.

### Credit Tier 3

(Applies to ALL covered transactions) If a covered transaction is not completed as you have directed or we do not properly complete a transfer to/from your Account(s) according to our agreement with you, we will be liable for your losses or damages. We will not be liable to you in the following instances:

- If, through no fault of ours, your account does not contain enough money to complete the transaction; or
  - If the transaction would exceed the credit limit on your overdraft lien; or
  - If the Terminal where you making the transaction does not have enough money; or
  - If a Terminal is not working properly and you know this at the time you started the transaction;
- or
- If due to circumstances beyond our control (such as fire, flood) the transaction was not completed despite reasonable precautions we may have taken.

**6. STOP PAYMENTS.** Stop Payments apply only to pre-authorized debit/credits through the ACH Program. You may initiate a stop payment of a pre-authorized electronic transfer from your account by notifying us in writing at any time up to 3 business days before the scheduled business day of the transfer. A fee of \$18.00 per item will be assessed for each post dated written stop notice.

To be valid, a stop payment order must be accurately submitted for the exact amount of the ACH request.

**7. NOTICE OF TRANSFER VARYING IN AMOUNTS.** If pre-authorized transfers from your account vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**8. BUSINESS DAY.** (Applies to all covered transactions) For the purpose of this Agreement, our Business Days are Monday through Friday. Holidays are not included.

**9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.**

(Applies to all covered transactions)

**We will not disclose information about your Account, or the transactions you make, except as follows:**

- a. as necessary to complete transactions;**
- b. to comply with government agencies or court orders;**
- c. if you give us your written permission.**

**10. TERMINATION.** (Applies to all covered transactions) We may add, remove, extend or limit the covered services provided without notifying you beforehand. In addition, we may discontinue any covered Program or your right to participate in any covered Program, at any time, but if we do so, we will give you written notice of such revocation within 30 days after it occurs. You may terminate your participation in any covered Program but you must do so by writing to us at the address we have given you in this disclosure.

Your participation in any covered transaction shall be terminated not later than one Business Day after we receive your written notification. Your right to participate in the ATM Program may also be canceled if your Card account is terminated for any reason. Your right to participate in the ACH Program will immediately be canceled if you cancel the authorization you have given to M.A.C.U. to directly debit or credit your account or if the account you authorize us to debit or credit is closed.