

will remain liable to pay the balance then due under the existing terms. The right to reject a change in terms does not apply if we have not received a required minimum payment within 60 days after the due date for that payment.

Our Rights to Amend Your Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provision of this Agreement. We may increase or decrease any or all of your APRs, including any promotional APRs. When we amend this Agreement we will comply with the applicable notice requirements of federal and state laws that in effect at that time.

The reasons we may change the terms of this Agreement includes the following: your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design and business needs. APR increases WILL impact existing balances at the time of the rate change. If an amendment gives you the opportunity to reject the change and if you reject the change in the manner provided in such amendment we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us In Case of Errors or Questions about Your Bill

If you think there is an error on your statement, write to us at:
Equitable Federal Credit Union
1889 Brittain Rd
Akron, Ohio 44310

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.
- 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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

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:

Equitable Federal Credit Union
1889 Brittain Rd
Akron, Ohio 44310
info@eqfcu.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.

EQUITABLE FEDERAL CREDIT UNION
MasterCard Credit Card Agreement

In this Agreement the words “you” and “your” mean each and all of those who apply for the card or who signs this Agreement. “Card” means the MasterCard Credit Card and any duplicates and renewals we issue. Everyone who receives signs or uses a card issued under this Agreement must be a member of this Credit Union. Account means your MasterCard credit card line of credit account with us. “We”, “us” and “ours”, means this Credit Union.

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate For purchases Cash advances	MasterCard Platinum – 9.78%, 13.78%, 16.78%
Annual Percentage Rate For Balance Transfers	5.50%
How To Avoid Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips From The Consumer Protection Bureau	To learn more about the factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore
FEES	
Annual Fees	None
TRANSACTION FEES Cash Advance Foreign Transactions In-House Payment Balance Transfer Fee	\$25.00 for each transaction 1% of each transaction in U.S. dollars \$3 for every payment made through the credit union 4% for each balance transferred.
PENALTY FEES Late Payment Returned Check (NSF) Over Limit Fee Card Replacement Fee	If your payment is not made on or before your due date you will be charged up to \$25. You will be charged up to \$27 for any check (or any negotiable instrument used for payment) returned unpaid None \$10
How We Will Calculate Your Balance	We use a method called “Average Daily Balance (including new purchases)”

MasterCard CREDIT CARD AGREEMENT

1. The Annual Percentage Rate (APR) for Purchases is fixed based on your credit score.
2. The Annual Percentage Rate (APR) for Cash Advances is based on your credit score.
3. *Late Fee:* If the minimum required payment is not received by the payment due date, a late charge of up to \$25 will be imposed
4. *Average Daily Balance (including current transactions):* We figure the interest charge on your account by applying the periodic rate to the average daily balance of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payment 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.
5. *Responsibility:* If we issue you a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other personas responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement is also jointly responsible for all charges on the account including yours.
6. *Lost Card Notification and 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 or call us immediately at:

Equitable Federal Credit Union
1889 Brittain Rd
Akron, Ohio 44310
800-321-8237 or 800-442-4757

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 for transactions on a lost or stolen MasterCard card is \$50.00 unless the Credit Union determines that the Cardholder was grossly negligent or fraudulent in the handling of the account or card.

7. *Credit Line:* If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. Your line of credit for cash advances will be one-half of the overall credit limit established for you. This line of credit for cash advances is part of, not in

addition to your established line of credit. You agree not to let the account balance exceed this approved credit line. Each payment you make on the account will restore your Credit Line by the amount of this payment which is applied to the principal. You may request an increase in your Credit line only by written application to us, which must be approved by our loan officer. By giving you written notice, we may reduce your credit line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon request.

8. *Copy Received.* You acknowledge a receipt of a copy of this Agreement.
9. *Credit Information:* You authorize us to investigate your credit standing when opening, renewing or reviewing your account and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized By-Law.
10. *Monthly Payment.* We will mail you a statement, (unless otherwise marked for do-not mail or e-statements) every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance of purchases and cash advances, the Total New balance, the Finance Charges due to date, and other billed fees and the Minimum Payment required.

Every month you must pay at least the Minimum Payment on or before the payment due date. You may; of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full - and you will reduce the FINACE CHARGES by doing so. The minimum payment will be (a) 2% of your Total New MasterCard Balance, or \$10 whichever is greater, or (b) your Total New Balance, if it is less than \$10 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid.

We will apply any payments we receive from you in excess of the Minimum Payment due to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order from the highest APR based on the applicable APR in accordance with the law.

11. *Default:* You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including

court costs and reasonable attorneys' fees.

12. *Right of Offset:* If you are in default, the Credit Union may at any time without demand or notice of any kind, appropriate and apply toward the payment of the unpaid balance owing, any unpaid shares, dividends, or other funds that would not have adverse tax consequences if pledged as security. You appoint the Credit Union as your Attorney-in-act to perform any act(s) which it feels are necessary to protect its security interest.
13. *Using the Card.* To make a purchase or cash advance, present the card to a participating MasterCard plan merchant, to us or to another financial institution, and sign the sales slip or cash advance draft which will be imprinted with your card. You may also use your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal. You will retain your copy of sales drafts, cash advance or credit slips to verify your transactions with the monthly statement. We reserve the right to make a reasonable charge for photocopies of slips you may request. A card may not be used for illegal transactions such as Online Internet Gambling.
14. *Returns and Adjustments.* Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.
15. *Foreign Transactions.* Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.
16. *Security Interest.* To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payment in a manner described in paragraph 10.
17. *Effect of Agreement.* This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you a 45 day advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions. You have the right to reject a change in terms prior to the effective date thereof by calling us toll free at 1-800-321-8237 or by mailing to us at: 1889 Brittain Road Akron, Ohio 44310. In such case, your account will be terminated or suspended and no further credit will be available to you. You