

Mastercard® Credit Card Cardholder Agreement

The terms and conditions of this Agreement shall apply to all Mastercard Credit Cards issued by Mission Federal Credit Union. In this Agreement, the words "Credit Union", "us", "we", "our", and "Mission Fed" mean Mission Federal Credit Union. The words "you", "your", "signer", and "owner" mean each and all of those issued a Mastercard Credit Card. For all intents and purposes of this Agreement, "Card" refers to the Mastercard Credit Card or any combination of your Card, Card number, Card security data and Personal Identification Number (PIN). The words "Account" and "Credit Line" mean your Mission Fed Credit Card Loan. This Agreement governs the use of Cards issued to you and your signers. The agreements, disclosures, rules and regulations applicable to your Account including other agreements you have with Mission Fed, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified. In some circumstances, we are required by law to notify you of changes to this Agreement, and at other times notification may not be required. If we are required by law to notify you about a change that you have a legal right to reject, we will provide you with instructions as to how you may reject such changes. If you do not want to use your Card, please destroy the Card and notify us immediately.

- 1. USING YOUR CARD** - Use of your Card constitutes acknowledgement of receipt and acceptance of the terms of this Agreement. You may use your Card to make purchases from merchants and others who accept your Card. You may also obtain cash advances from Mission Fed, other financial institutions that accept Cards, some merchants and select automated teller machines (ATMs). To obtain cash advances from an ATM, you must use a PIN that may be issued for use with your Card. You are prohibited from using your Card to participate in any type of Internet gambling or for any unlawful purpose or transaction. Mission Fed is not responsible for the refusal of any merchant or financial institution to honor your Card.
- 2. RESPONSIBILITY** - You are responsible for all transactions (purchases, balance transfers, convenience checks and cash advances), including associated fees and other charges, made to your Account by you or anyone you authorize to use your Account. If, for any reason, we decide to terminate your Card privileges or Credit Line, you remain liable for all amounts owed at that time, plus all future interest charges and fees.
- 3. USE OF ACCOUNT BY OTHERS** - If you permit another person to use your Account, that person is an Authorized User. It is your responsibility to pay for all transactions made by that person including any and all interest charges and fees imposed on those transactions, even if the amount of the actual use exceeds your permission, to the extent allowed by applicable law. You may request a Card for each Authorized User and you must notify us immediately if you want to cancel an Authorized User's access to your Account. If you cancel an Authorized User's access, we may close this Account and issue a new Account and Cards. It is your responsibility to collect all Cards, and other means of access from the Authorized User, and destroy them or return them to us.
- 4. MILITARY LENDING ACT NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-500-6328 – extension 8000 – 7 days a week / 24 hours a day.
- 5. CONVENIENCE CHECKS** - Periodically, Mission Fed may supply you with personalized convenience checks, "Check(s)", which you may use to make purchases or pay other bills. Use of these Checks will be treated as a cash advance and subject to associated transaction fees. The person whose name appears on the Check must sign it. We may return your Check(s) unpaid when available credit in your Account is insufficient to cover the amount of the Check(s), when your Account is in default, or when your Credit Line has been suspended. You may not use Checks to make payments on your Account. You may not write a postdated Check. A stop payment may be requested on any UNPAID convenience check. All stop payment requests must be authorized in writing in order for the stop payment to remain valid for 12 months. Any stop payment request made by telephone will be valid for 14 calendar days until a written form is received. A stop payment processing fee will be charged. There will also be a processing fee for canceling a stop payment request, and we require the cancellation order in writing. For current fees please refer to the Consumer Fee Schedule.
- 6. CREDIT LIMIT** - Your credit limit will be established based on your creditworthiness and may increase or decrease from time to time without prior notification to you. Your periodic statement will show the amount of credit available as of the statement date. You are not permitted to exceed your credit limit. If your total new balance exceeds your credit limit, you may be required to immediately pay the excess amount.
- 7. PERSONAL IDENTIFICATION NUMBER (PIN)** - A PIN acts as your signature when obtaining cash advances at participating ATMs and for other point-of-sale (POS) transactions. Disclosing your PIN constitutes authorization for use, and you remain liable for any and all subsequent transactions. Your PIN should be memorized. DO NOT keep your PIN on or with your Card, or any other place on you such as a checkbook, wallet or purse. If you forget your PIN, you may request a new one or you can choose your own PIN by visiting any Mission Fed branch. Your selected PIN should not be a number that would be found in your wallet or purse, i.e. birth date, address, Social Security number, etc.
- 8. DAILY PERIODIC RATE** - The daily periodic rate is determined by dividing the Annual Percentage Rate (APR) by 365 days.
- 9. AVERAGE DAILY BALANCE** – To determine the "Average Daily Balance," we take the beginning balance on your Account each day, add any new advances/purchases/fees, and subtract any payments or credits and any unpaid fees and finance charges. 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."

10. **INTEREST CHARGES/BALANCE SUBJECT TO INTEREST CHARGE** - We figure the interest charges on your Account by applying the periodic rate to the average daily balance. Interest Charges will be assessed on your Account for each type of balance (purchases, balance transfers, convenience checks and cash advances). If you receive a statement that includes new purchases, and we receive a payment by the payment due date for that statement, we will not charge interest on any portion of the new purchases on the following statement if the statement shows we received payment of the previous balance or the previous balance was zero. Interest charges will accrue on balance transfers, convenience checks and cash advances from the date they post to your Account. For more information concerning how your interest charges are calculated, please contact us at 800.500.6328.
11. **CASH ADVANCES/BALANCE TRANSFER/CONVENIENCE CHECKS** - In addition to interest charges, a transaction fee will be imposed by Mission Fed for each transaction. Refer to the current Consumer Fee Schedule for the amount of the fee. Balance transfers to pay any Mission Fed accounts are not permitted. When Introductory APRs are offered for balance transfers, the balance transfer must be conducted by using a Cashier's Check issued by a Mission Fed Branch or the Contact Center; electronic balance transfers do not qualify.
12. **PAYMENTS** - Each month you must pay at least the minimum payment shown on your statement by the due date on the statement. You may pay more frequently, pay more than the minimum payment or pay the new balance in full. If you make additional payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your new balance, or \$20.00, whichever is greater, or the entire amount of your new balance if it is less than \$20.00. If you make a payment in excess of the required minimum periodic payment, the excess amount will be applied to balances in descending order, from the highest to the lowest APR.
13. **AUTHORIZATIONS AND HOLDS** - For certain transactions, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold upon the merchant's request against the available funds in your account. We refer to this temporary hold as an "authorization," and the amount of the authorization will be subtracted from your available balance. As they are received throughout the day, authorizations are deducted from your available credit but not posted to your credit card balance. At some point after you complete the transaction, it is processed by the merchant and submitted to us for payment. Transactions are received and posted, in no particular order, throughout the day as they are received from merchant(s). Posting to your account can happen days after you signed for the transaction, depending on the merchant and its processing company. For other transactions, such as car rental authorizations, the authorization hold may be longer. With these types of transactions often the merchant will not know the full amount of the purchase until the service/transaction is completed. Once completed, the merchant will then submit the actual transaction amount to us for payment.
Please note: The amount of an authorization hold may differ from the actual payment amount because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip or other item that you may have added to the bill. This may also be the case when you use your card at gas stations, hotels, and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.
14. **FEES AND CHARGES** - Additional fees and charges applicable to your Card are contained in the current Consumer Fee Schedule and are subject to change.
15. **SECURITY INTEREST** - Your Account is also secured by all other shares you have in individual or joint Mission Fed accounts, as allowed by law. If you are delinquent or in default, we may apply funds in your shares to your Account. Refer to Security Interest/Statutory Lien in the Account Agreement and Disclosures.
16. **AGREEMENT TO ARBITRATE DISPUTES AND CLAIMS** - The Mandatory Arbitration Agreement set forth in the Account Agreement and Disclosures applies to this Account and is hereby incorporated by reference as if set forth in full herein.
17. **DEFAULT/COLLECTION/ATTORNEY FEES** - You will be in default of and understand that all available credit under this Agreement may be terminated if: (1) you do not make periodic payments as required by this Agreement; (2) you do not keep any promise made in this Agreement or any other agreement with Mission Fed; (3) any information that you give us to obtain an advance is false; (4) any third party attempts by legal process to take any property belonging to you; (5) you die, become insolvent or a party to any bankruptcy proceedings; or (6) as otherwise provided in this Agreement. If you are in default, we reserve the right to decline any further advances and/or charge privileges to you and to declare all sums owed under this Agreement immediately due and payable. We may accept late payments or partial payments without waiving any rights under this Agreement. If you are in default and we are required to take legal action to collect amounts due, we may add to your unpaid balance collection costs, attorneys' fees, and court costs, all of which you are required to pay. These provisions apply to bankruptcy appeals and post-judgment proceedings.
18. **LIABILITY - LOST/STOLEN CARD NOTIFICATION** - You will not be liable for unauthorized transactions using your Card if you promptly report the loss or theft to us. If the loss or theft of your card is not reported promptly, your liability is the lesser of \$50 or the amount of unauthorized use before notification to us. You will not be liable for unauthorized use that occurs after you notify us of loss, theft, or possible unauthorized use of your Card. You may be liable for the unauthorized use of your Card under certain circumstances. If you furnish your Card or Card number and grant authority to make purchases or transfers to a person (such as family member, friend or co-worker) who exceeds the authority given, this will not be considered unauthorized use and you will be fully liable for the transactions unless you have notified us that purchases or transfers by that person are no longer authorized.
To report a lost or stolen card, call Mission Fed immediately at 800.500.6328. Once you have contacted Mission Fed via phone, you have the option to follow up via mail at Mission Federal Credit Union, Card Services Department, P.O. Box 919023, San Diego, CA 92191-9023.

19. **TERMINATING YOUR ACCOUNT** - Your Account may be terminated by you or Mission Fed at any time, however, such termination will not affect your obligation to pay the Account balance plus interest charges and fees on your unpaid balance that are charged after Account termination. You are also responsible for all transactions made to your Account after termination unless the transactions were unauthorized. Mission Fed has the right to require you to pay your full Account balance at any time after your Account is terminated, regardless of whether it is terminated by you or Mission Fed. If this is a Joint Account, the Joint Accounts section also applies to termination of this Account.
20. **CREDIT REVIEW, REPORTING AND RELEASE OF INFORMATION** – Mission Fed shall investigate your credit history when opening your Account, and may review your creditworthiness at any time. Based on this information we have the right to prohibit future advances or reduce your Credit Line. Mission Fed may disclose information regarding your Account to consumer reporting agencies and creditors who inquire about your credit history with Mission Fed; however, we are not obligated to release any information unless required by law. A negative consumer report may be submitted if you fail to fulfill the terms of your credit obligations, your Account is closed for negative activity, or a loss is sustained by Mission Fed which was caused by an Account owner or an authorized signer.
21. **RETURNS AND ADJUSTMENTS** - Merchants and others who honor your Card may give you credit for returns or adjustments, by sending Mission Fed a credit which will be posted to your Account. If your credits and payments exceed what you owe Mission Fed, the amount will be applied against future advances. If the credit balance is \$1 or more, it will be refunded upon your written request or may be transferred to an open share account after forty-five (45) days. In the event there is no open share, we may send you a check.
22. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS** - From time to time, we may offer you additional services through a third-party provider. These services and benefits contain certain exclusions and limitations. It is your responsibility to review the details of these offers prior to acceptance and additional fees may apply. Mission Fed is not obligated to offer any third-party services and may withdraw or change them at any time.
23. **AUTOMATIC BILLING UPDATER** - Mission Fed participates in Mastercard's Automatic Billing Updater (ABU) program, where updated card information is provided to participating merchants under certain conditions. To learn more about the ABU program or how to opt out, please visit MissionFed.com/ABU.
24. **FOREIGN TRANSACTIONS** - Purchases and cash advances made in foreign countries and in foreign currencies will be billed to you in U.S dollars using the rate of exchange between the transaction currency and the billing currency. Foreign transactions include internet transactions initiated in the US with a merchant who processes the transaction in a foreign country. The rate will be (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by Mission Fed. In addition, you may be charged a Foreign Transaction Fee on the amount of the purchase or cash advance depending upon your card type. Please refer to the current Consumer Fee Schedule for applicable fees.
25. **JOINT ACCOUNTS** - If this is a joint Account each owner will be individually and jointly liable for payment of all amounts owed under this Agreement. Mission Fed may require any owner to repay the entire amount owed under this Agreement, regardless of who conducted the transactions. Each owner authorizes the other(s) to individually transact and will be liable for the individual actions of each other. Any owner may terminate the Account and the termination will be effective as to all owners.
26. **ACCESS TO YOUR ACCOUNT** - You acknowledge that any joint owner(s) on your Mission Fed share accounts may have access through your Mission Fed share Accounts to all of the information on your Mission Fed Credit Card Loan Account, even if your Mission Fed Credit Card Loan Account is not a joint Account. This may include, but is not limited to, information regarding transactions, loan history, and any other information relating to your Account. You also acknowledge and agree that any joint owner(s) on your Mission Fed share Accounts have access through your Mission Fed share Accounts to advance funds from your Mission Fed Credit Card Loan Account, even if your Mission Fed Credit Card Loan Account is not a joint Account. As the owner of your Mission Fed Credit Card Loan Account, you are fully responsible for, and must repay, all advances obtained from your Account by joint owner(s) on your Mission Fed share Accounts. Once a joint owner is added to a Mission Fed share Account, they may not be removed from the Account. If a separation of Account ownership is desired, new Account(s) must be opened.
27. **EFFECT OF AGREEMENT** - The terms of this Agreement are binding and applicable to all Account transactions and supersede receipts and/or other documents issued through use of your Card which may contain different terms.
28. **WAIVERS AND SEVERABILITY** - We may waive or decline to enforce any of our rights under this Agreement without affecting any of our remaining rights. Should any provision of this Agreement be deemed invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision.
29. **STATEMENTS AND NOTICES** - Statements and notices, including electronic statements and notices, provided to any Account owner will be considered notice to all Account owners. For more information on electronic statements and notices please refer to eStatement and eNotice Agreement and Disclosures.
30. **FINAL EXPRESSION** - Written Agreements applicable to your Account may not be contradicted by evidence of any alleged oral agreement.
31. **GOVERNING LAW** - This Agreement, your Account, as well as all applicable rights and duties and your rights and duties, will be governed by and interpreted in accordance with federal law to the fullest extent possible. Where federal law does not apply, such obligations will be governed by California law, regardless of where you live or use your Card. This Agreement is made in California. All credit will be extended from California and all repayment must be made in California. The venue for disputes shall be in San Diego County, California.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

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

If you think there is an error on your statement, write to us at: Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023. You may also contact us via secure email on Mission Fed Online Banking. 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. 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. In your written notification, give us the following information:

- (1) Your name and account number
- (2) The dollar amount of the suspected error
- (3) If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake

When we receive your notice we will, within 30 days of receiving your written notice, tell you that we received your notice. We will also tell you if we have already corrected the error. Within 90 days of receiving your notice, 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. Additionally,

- (1) The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- (2) While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- (3) We can apply any unpaid amount against your credit limit.

After we finish our investigation if we determine a mistake was made, you will not have to pay the amount in question or any interest or other fees related to that amount. If we do not believe there was a mistake you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

If you are dissatisfied with your credit card purchases - If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- (3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Mission Federal Credit Union, Card Services Department, P.O. Box 919023, San Diego, CA 92191-9023 or via secure email on Mission Fed Online Banking. 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.