

**Lanier Federal Credit Union
MasterCard Disclosure Agreement**

In this agreement the words, "you" and "your" mean each and all of those who agree to be bound by this agreement, "Card" means your MasterCard and any duplicates, renewals or substitutions the Credit Union issues to you. "Account" means your MasterCard line of credit with the Credit Union and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. **Using Your Account:** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit terms. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit; you must pay the amount you are over your limit before payments will begin to restore your credit limit. You may request an increase in your limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.
2. **Using your Card:** You may use your Card to make purchases from merchants and others who accept MasterCard credit cards. In addition, you may obtain cash advances from other financial institutions that accept MasterCard and from some automated teller machines (ATMs)-not all ATM's accept MasterCard credit cards. To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.
3. **Responsibility:** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint account, Section 17 below also applies to your Account.
4. **Finance Charges:** You will be charged interest (finance charges) on cash advances and purchases from the date they are posted to your Account. The finance charge is calculated by multiplying the average daily balance for purchases and/or cash advances by a monthly periodic rate of .99% which is the ANNUAL PERCENTAGE RATE. Separate average daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted. Fees are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your Account until what you owe under this Agreement is paid in full.
5. **Other Charges:** The following other charges (fees) will be added to your Account, as applicable:
 - a. **Late Payment Fee:** If you are 10 or more days late, in making your minimum payment, a late charge of up to \$35.00 will be added to your account, not exceeding the minimum payment due or the amount of the discrepancy. For second occurrence in six months, \$35.
 - b. **Return Check Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged up to \$28.00 for each item returned (not to exceed minimum payment or the amount of the discrepancy).
 - c. **Card Replacement Fee:** You will not be charged a card replacement fee if you card was lost or stolen (as long as requests to not become excessive).
 - d. **Document Copy Fee:** You will be charged \$5.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the Credit Union.) Previous statements may be available to you online. Contact the Credit Union for details.
6. **Payments:** Each month, you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due", your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you made extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than credit balance). The minimum payment is 3% of your Total New Balance or \$20.00 whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. A MasterCard becoming 30 days or more past due may have their credit limits frozen until your account is in good standing with the Credit Union.
7. **Payment Allocation:** Subject to applicable law, your payments may be applied to what you owe in any manner the Credit Union chooses.
8. **Pledge of Shares:** You shall have a lien or the right to impress a lien of shares and deposits for sums due you as provided by the Federal Credit Union Act or law, as the case may be. Such a right will not apply to shares or deposits held pursuant to an individual retirement account or self employed plan under the Internal Revenue Code or to any other deposits which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue Code. I hereby pledge all paid shares and deposits and payments thereon, which I now have or hereafter may have in the Credit Union to the extent of all my unpaid balances due you. In case of default, I hereby authorize you to apply any or all such funds to the payment of the unpaid balances, whether or not you accelerate.
9. **Default:** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes substantially reduces your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe. You are giving the Credit Union the right to offset any delinquent payments/balances in all assets and property separately pledged, and all present and future shares (both individual and joint) you have in the Credit Union. You authorize the Credit Union to take that money and apply it to what you owe if you are in default.
10. **Liability for Unauthorized Use-Lost/Stolen Card Notification:** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. You can notify the Credit Union by calling (770) 503-1765 during normal business hours or 1-800-299-9842, 7 days a week 24 hours a day.
11. **Changing or Terminating Your Agreement:** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account has been terminated, whether it is terminated by you or the Credit Union. If this is a joint account, Section 17 of this Agreement also applies to termination of the Account.
12. **Credit Information:** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. Individuals under the age of 21, unless the application contains the signature of a parent, legal guardian, spouse or other individual who will take responsibility for the debt, are not eligible for a MasterCard per applicable law.

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13. **Returns or Adjustments:** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six months.
14. **Additional Benefits/Card Enhancements:** The Credit Union may from time to time offer additional services to your Account at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
15. **Foreign Transactions:** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The conversion rate of dollars will be determined in accordance with the operating regulations established by MasterCard. Currently the currency conversion rate used to determine the transaction amount in U.S. Dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
16. **Merchant Disputes:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.
17. **Joint Accounts:** If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
18. **Time of Essence/Collection:** Time is of the essence of this Agreement and in the case the indebtedness incurred hereunder is collected by or through an attorney at law, or under advice there from, you agree to pay all costs of collection, including reasonable attorney's fees not in excess of 15% of the unpaid debt.
19. **Effect of Agreement:** This Agreement is the contract, which applies to all transactions on your Account even through the sales, cash advance, credit or other slips you sign or receive may contain different terms.
20. **No waiver:** The Credit Union can delay enforcing any of its rights and any number of times without losing them.
21. **Statements and Notices:** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. It is your responsibility to notify the Credit Union of any address change. Notices sent to any one of you will be considered notice to all.
22. **Copy received:** You acknowledge that you received a copy of this Agreement.
23. **Signatures:** By signing in the signature area of the application form, you agree to the terms of this Agreement. You should retain this disclosure Agreement for your records.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FURTHER USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and complies with the Credit Card Accountability, Responsibility, and Disclosure (CARD) Act of 2009. Notify us in case of errors or questions about your bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities after we receive your written notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe; we may report you as delinquent. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report to that you have questions about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report to that the matter has been settled between us once an understanding has been reached. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

To learn more about factors to consider when applying for or using a credit card, visit the Web site of the Federal Reserve Board at <http://federalreserve.gov/creditcard>