



## CREDIT CARD AGREEMENT



2100 Las Positas Court  
Livermore, CA 94551  
(925) 447-5001

**NOTICE: See reverse side for important information regarding your rights to dispute billing errors.**

In this Agreement, the words *you* and *your* mean the person or persons who use or authorize the use of, or who sign an application for an UNCLE Credit Union Mastercard Credit Card. *Card* means UNCLE Credit Union Mastercard® Credit Card (either Choice Rewards or Platinum) and any duplicates and renewals the Credit Union issues to you. *Account* means your Mastercard Credit Card Line of Credit Account with the Credit Union. *Credit Union* means UNCLE Credit Union.

**1. Using the Account.** If your application for a Mastercard Credit Card Account is approved, UNCLE Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit by verbal or written request submitted to the Credit Union. UNCLE Credit Union has the right to reduce or terminate your credit limit at any time.

**2. Using the Card.** You may use your card to purchase goods and services in person, online, and by mail or telephone from merchants and others who accept Mastercard credit cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions or select merchants participating in the Mastercard program and from automated teller machines (ATMs) that provide access to the Mastercard system. (Not all merchants or ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

**3. Illegal Use of Mastercard Credit Card.** You agree that your Mastercard Credit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**4. Responsibility.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone who you authorize to use your account. You also agree to pay all other charges added to your account, pursuant to Paragraphs 5 and 7. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. Each of you who signs the application for a card, or who use the account is individually and jointly responsible for all amounts owed on this account.

**5. Finance Charges.** In order to avoid a **FINANCE CHARGE** on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. Otherwise the **FINANCE CHARGE** on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to a **FINANCE CHARGE** from the date they are posted to your account.

We figure the **FINANCE 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, and cash advances, and subtract any unpaid other finance charges and any 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."

### MASTERCARD CHOICE REWARDS ACCOUNT

Your **Mastercard Choice Rewards Account** will be subject to a **FINANCE CHARGE** (interest) at an **ANNUAL PERCENTAGE RATE** and a corresponding monthly Periodic Rate which will be determined by your credit rating. The **ANNUAL PERCENTAGE RATE** and the corresponding monthly Periodic Rate will apply to both purchases and cash advances. Please refer to the Rate Sheet and Credit Card Account Opening Disclosure provided to you at time of approval for your **ANNUAL PERCENTAGE RATE**. If you do not agree with the terms and conditions of this agreement, please destroy the card at once by cutting it in half and mail it back to the Credit Union with your instructions to close the account.

### MASTERCARD PLATINUM ACCOUNT WITHOUT REWARDS

Your **Mastercard Platinum Account without rewards** will be subject to a **FINANCE CHARGE** (interest) at an **ANNUAL PERCENTAGE RATE** and a corresponding monthly Periodic Rate which will be determined by your credit rating. The **ANNUAL PERCENTAGE RATE** and the corresponding monthly Periodic Rate will apply to both purchases and cash advances. Please refer to the Rate Sheet and Credit Card Account Opening Disclosure provided to you at time of approval for your **ANNUAL PERCENTAGE RATE**. If you do not agree with the terms and conditions of this agreement, please destroy the card at once by cutting it in half and mail it back to the Credit Union with your instructions to close the account.

**How we allocate your payments** - Payments are allocated to posted balances. We apply your payment first to card balances bearing the highest rate of interest (APR), then to each successive balance bearing the next highest rate of interest, until the payment is exhausted. To the extent that balances bear the same rate of interest,

payments made to your account will be applied in the following order: **FINANCE CHARGES**; fees; balance-credit purchases and balance-cash advances. If you do not pay your balance in full each month, you may not be able to avoid **FINANCE CHARGES** on new purchases. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**6. Change in Terms; Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement, including your **ANNUAL PERCENTAGE RATE**, from time to time for any reason not inconsistent with applicable law after giving you any advance notice required by law. Your failure to exercise any right you may have to reject the change in terms in a timely manner will indicate your agreement to the change. Except as restricted or prohibited by law, any change in terms will apply to your existing account balance as well as to future transactions. Either the Credit Union or any one of you 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. The 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.

**7. Other Charges.** The following Other Charges will be added to your account, as applicable, please see the Fee Schedule and Mastercard Credit Card Disclosure provide to you at time of approval:

- **ANNUAL CARDHOLDER FEE:** There is no annual cardholder fee assessed to the account.
- **LATE PAYMENT FEE:** We reserve the right to charge a late payment fee, for any of our Mastercard Credit Cards, of \$10.00 to your account each billing period that the minimum monthly payment is not received by 10 days after the payment due date.
- **COPIES:** If you request a copy of any document, we may charge your account per copy requested. If your request is related to a billing error and an error is found, we will credit any copying charges to your account.
- **RETURNED PAYMENT FEE:** A fee will be assessed for each Mastercard payment check that is returned to the Credit Union for any reason.
- **CASH ADVANCE FEE (FINANCE CHARGE):** You will be charged a fee based on the amount of each cash advance.
- **RESEARCH FEE:** If you request research on your account or authorize others to request it, we will charge you a per hour research fee. We will not charge this fee if you are making an inquiry about an error on your bill.
- **CARD REPLACEMENT FEE:** A fee will be assessed each time your Mastercard Credit Card needs to be replaced due to damage, loss or theft.
- **EXPRESS CARD MAIL FEE:** A second day fee or next day fee may be assessed each time your Mastercard Credit Card needs to be replaced due to damage, loss or theft.
- **OVERDRAFT TRANSFER FEE (FINANCE CHARGE):** You will be charged a fee based on the overdraft transfer amount.

**8. Monthly Payment.** For Mastercard Credit Card Accounts with an **ANNUAL PERCENTAGE RATE** of less than 24.00%, each month you must pay at least the minimum payment shown on your statement by the Payment Due Date shown. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 2.0% of your Total New Balance, but not less than \$25.00, plus the amount of any prior minimum payments that you have not paid.

For Mastercard Credit Card Accounts with an **ANNUAL PERCENTAGE RATE** of 24.00% or higher, each month you must pay at least the minimum payment shown on your statement by the Payment Due Date shown. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 3.0% of your Total New Balance, but not less than \$25.00, plus the amount of any prior minimum payments that you have not paid.

**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 may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to immediately terminate this Agreement and require repayment of your outstanding account balance plus any finance and other charges you owe under this Agreement. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and attorneys' fees.

**10. Lost or Stolen Card Notification; 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 call us immediately at (800) 348-6253 or (925) 447-5001 or write to us at 2100 Las Positas Court, Livermore, CA 94551. You may also email us at info@uncleu.org. (For security reasons, please do not include any personal or confidential information in your email, such as account number, SSN, PIN, password, etc.) You will not be liable for unauthorized use that occurs after you notify the Credit Union of the loss, theft, or possible unauthorized use of the card. You agree to cooperate fully in any investigation we may conduct in connection with the loss, theft, or possible unauthorized use of your card.

**11. Limitations to Liability for Mastercard Transactions.** If there is an unauthorized use of your Mastercard then your liability will be zero (\$0.00) so long as: a) you exercised reasonable care in safeguarding your card from risk of loss or theft; b) you have not reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months; and c) your account is in good standing. If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed or otherwise made available to you. This provision limiting your liability does not apply to either Mastercard commercial cards or ATM cash disbursements.

**12. Use of Third Party Applications or Mobile Devices.** If you or any authorized user loads information about your Mastercard Credit Card Account onto a third party application or mobile device (e.g., smartphone, tablet, or other handheld or wearable communication device) in order to make purchases or conduct credit transactions without presenting your Card, such transactions will remain subject to the terms and conditions of this Agreement. Applications affecting your mobile device will have unique terms governing those transactions and your use of the application. Read them carefully. You may incur third party fees in connection with your use of a third party application or mobile device, such as data or messaging charges. When your Mastercard Credit Card Account information is accessible by your mobile device, it is important you treat your mobile device with the same care you would your credit card. Ensure that it is stored securely and either lock or password protect your mobile device to reduce the risk of unauthorized use.

**13. 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. Pursuant to state law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**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 the Credit Union a credit slip 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 amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

**15. Mastercard Cross-border Transactions.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. If a Cross-border Transaction on a U.S.-issued credit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to the cardholder billing currency using its currency conversion procedure. Mastercard uses either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-border Transaction are a Mastercard Issuer Cross-border Assessment of nine-tenths of one percent (.9%) and Currency Conversion Assessment of two-tenths of one percent (2.0%).

**16. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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 to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**17. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**18. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**19. Statements and Notices.** You will receive a statement each month showing transactions on your account. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all. You agree to promptly notify the Credit Union if you change your mailing address.

**20. Transfer of Account.** You cannot transfer or assign your account to any other person.

**21. Governing Law.** This Agreement and your account shall be governed by California law without regard to any conflict of law rules.

**22. Overdraft Privilege.** You agree that if, pursuant to any overdraft privilege on a Credit Union Checking Account, there is an overdraft of your Checking Account, the amount of overdraft will be added to the outstanding balance of your Mastercard Credit Account subject to the **FINANCE CHARGE** set forth in paragraph 5 and will be subject to all terms and conditions of this Agreement. The Mastercard Account must be current and not over the credit limit for funds to transfer to the Checking Account. Overdrafts are not allowed for the purpose of making loan payments, including Mastercard payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Checking Account referred to herein is also subject to a separate agreement between you and the Credit Union. Where the terms of any other agreement between you and the Credit Union conflict with the terms of this agreement, the terms of this agreement will control.

## YOUR BILLING RIGHTS - KEEP THIS NOTICE 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: UNCLE Credit Union, 2100 Las Positas Court, Livermore, CA 94551.

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 error 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

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, 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.

### 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 at: UNCLE Credit Union, 2100 Las Positas Court, Livermore, CA 94551.

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.