

Mastercard Credit Card Disclosure And Agreement

(Effective 10/1/17)



**Michigan Educational
Credit Union**

Website: www.michedcu.org
e-mail: general@michedcu.org

Office Hours (All MECU Locations)
9:30 a.m. to 5:30 p.m. Monday thru Friday

Main Office
9200 Haggerty Road • Plymouth, MI 48170
Phone: (734) 455-9200

Toll-Free Phone: (888) 261-3355
(Outside Metro Detroit area)

Important MECU Credit Card Phone Numbers
24-Hour Credit Card Customer Service
(866) 820-2945

Lost or Stolen Cards
(800) 449-7728



10/17

M-123221

the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including, but not limited to, attorney fees and expenses incurred by us in the enforcement of this agreement.

13. 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 our experience with you under this Agreement to credit bureaus and other creditors.

14. Effect of Agreement – This Agreement contains our complete contract relating to the Account and applies to every transaction relating to the Account even though a sales or cash advance draft you sign or a credit slip may contain different terms.

15. Amendment of Agreement – From time to time, we may amend this Agreement by giving you written notice of the amendment at least 45 days before it goes into effect, unless a shorter notice period is permitted by law or no notice is required by law. The notice will be sent to your last known address appearing in our records when it is sent, and will state the date upon which the amendment will become effective.

16. Cash Advance by Machine – If Automated Teller Machines (ATMs) or other electronic devices are available while this Agreement remains in effect which make it possible for you to obtain a Cash Advance by use of your Card in such a machine, we will furnish you with a confidential Personal Identification Number (PIN). Your use of that number, together with your Card, in getting a Cash Advance from such a machine is agreed to constitute your signature for purposes of such Cash Advance. If you use an ATM that is not owned by us, you may be charged a fee for using that machine to obtain a cash advance.

17. Personal Identification Number (PIN) – Upon request we will furnish you with a Personal Identification Number (PIN). You agree to keep the PIN confidential. You also agree you won't write the PIN on the Card or anything you keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a Purchase is agreed to constitute your signature for purposes of such transactions. You can also use your card together with your Personal Identification Number (PIN) to get a Cash Advance from an Automated Teller Machine (ATM) in the Network or Mastercard Network, to get a Cash Advance from a Mastercard financial institution or make a Purchase from a merchant that uses the Card in an electronic terminal that accesses the Mastercard system.

18. Credit Union Membership – You understand and agree that the closing of your Credit Union Share Account terminates your status as a member of the Credit Union, and upon such closing, you can no longer obtain credit with the Credit Union Mastercard.

19. No Waiver of Rights – Even though we may have rights to take or not take certain action under this Agreement, we may decide not to enforce those rights. Our decision not to enforce any right we have under this Agreement does not mean that we waive that right in the future.

20. 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 premium; 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).

YOUR BILLING RIGHTS – KEEP THIS DOCUMENT 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:

Michigan Educational Credit Union
Credit Card Customer Service
9200 Haggerty Road
Plymouth, MI 48170

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 errors in writing. 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:

Michigan Educational Credit Union
Credit Card Customer Service
9200 Haggerty Road
Plymouth, MI 48170

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.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The agency that administers compliance with this law concerning this Credit Union is:

Michigan Department of Consumer and Industry Services
Office of Financial and Insurance Regulation
P.O. Box 30224, Lansing, MI 48909

**Mastercard
Account-Opening Disclosures**

INTEREST RATES AND OTHER CHARGES	
Annual Percentage Rate (APR) for Purchases	11.90%
APR for Balance Transfers	11.90%
APR for Cash Advances	11.90%
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 Financial Protection Bureau	To learn more about 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 Membership Fee	None
Transaction Fees • Foreign Transaction	1% of the converted U.S. dollar amount
Penalty Fees • Late Payment • Returned Payment Charge • Over-the-Credit Limit	Up to \$20 None None
Other Fees • Damaged Card Replacement • Statement Copy • Draft Copy • PIN Replacement • Lost or Stolen Card Replacement	\$2 to replace damaged card \$1 per statement \$1 per draft \$2 No charge for first, second or third occurrence. \$50 per occurrence beginning with fourth occurrence.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Mastercard
Agreement and Additional Disclosures**

In this agreement (called the "Agreement"), the words "you" and "your" mean or refer to each and all persons who have applied for the Card or Cards by signing this Agreement. "Card" means the Mastercard Credit Card or Cards and any duplicates and renewals thereof or substitutions thereof we may issue. "Account" means your Mastercard line of credit loan account with us. "We," "us" and "ours" means or refers to this Credit Union. This Agreement is a Truth-in-Lending Disclosure Statement as well as a contract.

1. Responsibility – By signing an application, you are applying to us for a Mastercard Credit Card line of credit loan. If we approve the loan and issue you a Card, you promise to repay all debts and the FINANCE CHARGE thereon arising from any authorized use of the Card. You agree not to let someone else use the card. If an application is signed by two persons, the Account is joint; that is, each of you, separately and jointly with each other, is liable for all debts on the Account and FINANCE CHARGE thereon. Your obligation to pay all such debts and FINANCE CHARGE thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and FINANCE CHARGE.

2. Credit Line – If we approve your loan application, we will establish a self-replenishing line of credit for you and will notify you of the amount thereof ("credit limit") in the mailer in which we will send you your Card. That mailer is hereby incorporated herein as part of this Agreement. You agree not to let your Account Balance exceed such amount. Each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by a written application, which must be approved by us. We may increase or decrease the limit from time to time or may, with good cause, revoke your Card and terminate this Agreement. In either event, we will give you written notice of such action when required by law or regulation to do so. "Good Cause" includes but is not necessarily limited to your failure to satisfy the terms of this agreement or our adverse reevaluation of your Credit worthiness. In the event your Mastercard Credit Line is cancelled or revoked due to default, the balance at the time of default may be transferred in-house with the Credit Union and, as a consequence thereof, be included within your LOANLINER/Revolving Credit Agreement for collection at the same rate as set forth in the LOANLINER/Revolving Credit Agreement. However, you may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and FINANCE CHARGE thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

3. Using the Card – We will send you a Card or Cards embossed as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as embossed on the front of the Card. To make a Purchase or Cash Advance, present the Card to a participating Mastercard plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft which will be imprinted with your

Card. Please note that we are not responsible if a particular Mastercard plan merchant or financial institution refuses to honor your Card. You will receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement. We will upon request furnish you with a copy of a draft at a charge of \$1.00 per copy; however, no charge will be made in cases involving error resolution.

4. Monthly Payment – We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing 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 FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 3% of your Total New Balance, or \$10.00, whichever is greater, or (b) your total New Balance, if it is less than \$10.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGE on purchases; then to previously billed and unpaid FINANCE CHARGE on cash advances; then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE thereon so as to avoid continuing accrual of FINANCE CHARGE on that amount.

5. Finance Charges – Your Visa Classic/MasterCard Account will be subject to a **FINANCE CHARGE** (interest) at the periodic rate of .992% per month, which corresponds to an **ANNUAL PERCENTAGE RATE of 11.90%**. The FINANCE CHARGE is calculated by applying the above periodic (monthly) rate to the Average Daily Balance (including new purchases). An "Average Daily Principal Balance" is calculated separately for purchases and cash advances and is determined as follows: For each day during the statement period (billing cycle) the principal balances of purchases and of cash advances from the previous day are increased by any purchases or cash advances posted to the Account that day and decreased by any payments or credits posted to the Account that day. Such daily principal balances are separately totaled and then divided by the number of days in the statement period (billing cycle), resulting in the "Average Daily Principal Balances" of purchases and cash advances shown on your statement.

You can avoid FINANCE CHARGES on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to FINANCE CHARGE. Cash Advances bear FINANCE CHARGE from the transaction date until paid. There is no free interest period for Cash Advances. However, you can always keep the FINANCE CHARGE to a minimum by making payments, whatever the amount, as promptly and as often as possible.

6. Other Charges – If the required minimum payment due under this Agreement is not paid within 10 days after the payment due date, you agree to pay the Credit Union a Late

Payment Fee of \$20 or equal to your minimum payment if your payment is less than \$20. No late charge will be imposed after this Agreement has become due and payable in full due to default as specified in the section of the Agreement entitled "Default."

Your account may be subject to other charges including a fee of \$2.00 for replacement of damaged card(s) and a \$1.00 fee per copy of statements.

A charge of \$2.00 will be billed to your account for a Personal Identification Number (PIN) replacement.

There is no charge to replace a lost or stolen card after the first, second or third occurrence. A charge of \$50.00 per occurrence will be billed to your account beginning with the fourth occurrence of a lost or stolen card.

7. Credits – If merchants who honor your Card give you a credit for returns or adjustments, they will do so by sending us a credit slip which we will post to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account we will credit such excess to the Account and, if the amount is \$1.00 or more, we will credit it to your share account after 6 months or upon your written request.

8. Foreign Transactions with Mastercard – If you effect a transaction with your Mastercard in a currency other than U.S. dollars, Mastercard International Incorporated will convert the charge into a U.S. dollar amount. Mastercard International will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. If you make a charge in a foreign currency, we will charge you a Foreign Transaction Fee of 1% of the converted U.S. dollar amount.

9. Loss or Theft of Card – You agree to notify us immediately upon discovering that your Card has been lost or stolen. Call 1-800-449-7728.

10. Liability for Unauthorized Use – You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify Michigan Educational Credit Union at 9200 Haggerty Road, Plymouth, MI 48170, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

11. Illegal Transactions – You agree not to use your Card for any illegal transactions.

12. Default – The Minimum Payment shown on the statement is due by the payment due date as shown on the statement. You will be in default if you fail to make the minimum payment by the statement payment due date. You will also be in default if (a) you breach any other conditions of the Agreement (including your agreement not to allow your balance to exceed your credit limit), (b) if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, or (c) in the event of your death. In