

Ohio University Credit Union
CARDHOLDER AGREEMENT MASTERCARD

This Agreement covers your credit card account with us, Ohio University Credit Union. The person whose name is embossed on the face of the MasterCard credit card provided to Account Holder and issued by us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

- Your Account.** If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in the Agreement as (“You”).
- Credit Card Account Services.** These services are available through your Card account, up to the amount of your credit limit.
 - Credit Purchases.** You can use your account to purchase goods and services wherever MASTERCARD credit cards are accepted. (Referred to in this Agreement as “Credit Purchases”).
 - Cash Advances.** You can get a Cash Advance (referred to in this Agreement as “Cash Advances”) from your account by presenting your Card at a Financial Institution that accepts MasterCard. You can also use your card to obtain up to \$400 per day in cash from any authorized Automated Teller Machine (“ATM”). You may not obtain a Cash Advance if your account is delinquent, closed, or the amount of the advance would cause your balance to go over your limit.
- Your Promise to Pay.**
 - You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any Finance Charge and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorneys’ fees that we incur in enforcing this Agreement.
 - You may pay your entire balance at any time.
- Additional Cardholders or Others Using Your Account.** You may authorize others to use your Account. You may add up to 3 additional cardholders to your account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person’s privilege; you must recover and return that person’s credit card, if any. If you are unable to recover and return the card, you will be liable for any charges made unless you tell us to cancel all cards and establish a

new account for you, which will be done automatically if you notify us of unauthorized use. We may request written verification from you regarding any change or cancellation to your account.

- U.S. Currency.** If you make a purchase or cash advance in foreign currency the transaction will be converted into U.S. dollars by MasterCard.
- Currency Conversion:** If you effect a transaction at a merchant that settles in a currency other than US 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 the Institutions that issue MasterCard cards. Currently the currency conversion rate is used to determine the transaction amount in US dollars 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.
- Your Credit Limit: Overlimit Fees:** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, close your account, and/or exercise any of our other remedies under this Agreement or by law. You must pay the full amount of your balance, which is over the credit limit. The fact that we do not ask for that amount as part of the Minimum Periodic Payment shown on your billing statement does not relieve you of your obligation to pay it immediately. We will not authorize any new Credit Purchases or Cash Advances if your records show that doing so will cause your balance to go over your limit. If we do authorize any such Credit Purchase or Cash Advance, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.
- Law Governing This Agreement.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT AS WELL AS OUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, (EXCLUDING THE CONFLICTS LAW OF OHIO) AND THE UNITED STATES, REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement, and your account to Ohio University Credit Union, because Issuer is located in Ohio, and to insure uniform account procedures and interpretation for all of our customers, no matter where they reside of use their accounts. If any term or provision of this Agreement in unenforceable,

this will not make any other terms or provision unenforceable.

- Limitation of Lawsuits.** You agree that any lawsuit based on any cause of action which you may have against us, must be filed within one year from the date that it arises or you will be barred from filing lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.
- Honoring your Card.** We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a credit advice to us, which shall be shown as a credit on your account statement.
- Security for This Account.** If you have any other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such account and/or funds are additional security for your obligations to Issuer arising from the use of your Card.
- Payment Period.** You will receive monthly billing statements from us. The New Balance shown on your statement is the unpaid obligations, which have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is the lesser of \$10.00 or your entire balance. If your balance is over \$10.00, your minimum payment is 3% of your outstanding balance. If you make more than the minimum payment, your payment due date may be advanced 1 month for the Classic MasterCard and up to 2 months for the Gold MasterCard. Interest will continue to accrue.
- Payment Applications.** Payments made to your account will be applied in the following order: Finance Charges, Fees, Balance-cash advances and Balance-credit purchases. We may accept checks marked a “Payment in Full” or with words of similar effect without losing any of our rights to collect the full balance of your account.
- Immediate Repayment of Your Full Balance.** If you are in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and require immediate

payment of your entire balance if any of the following occurs:

- You fail to make a payment when it is due;
 - You do not follow the terms of this Agreement in any way;
 - You have made any false or misleading statement on the application for your account;
 - You fail to pay any other loans you owe us;
 - You become insolvent or die;
 - There is an attachment, or execution or levy against your property or you make an assignment for the benefit of creditors;
 - A bankruptcy petition is filed by or against you or your spouse;
 - A guardian, conservator, receiver, custodian or trustee is appointed for you;
 - You are generally not paying your debts as they become due;
 - There has been a material adverse change in your financial standing.
- Reevaluation of Credit.** We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.
 - Periodic FINANCE CHARGE.** Your account will be subject to the Monthly Periodic FINANCE CHARGE Rate and corresponding Annual Percentage Rate applicable to the Ohio University Credit Union accounts, set forth in the Initial Disclosure provided to you by us. The Periodic Finance charge on Credit Purchases is calculated as follows.
METHOD G: A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance Shown on your monthly statement for the previous billing cycle within 25 days of the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of the posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of the Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account and subtracting any payments as received and the credits posted to your account, but excluding any unpaid Finance Charges.

17. **Transaction Finance Charge.** METHOD F: A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date of the billing cycle preceding the date on which the date of payment if more than 25 days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within 25 days from the closing date of that statement, no Finance Charges will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

18. **Other Charges.** The Total Other Charges is in the Sum of:

- a. **Late Charge:** If we do not receive at least your minimum required payment within 5 days of the due date indicated on your billing statement, we will impose a late or delinquent charge of \$10.00
- b. **Replacement Card:** We reserve the right to charge you \$5.00 to replace a card.

19. **If You Change Your Name or Address.** You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.

20. **Our Right to Cancel Your Account.** We can cancel your account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to destroy all Cards issued on your account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by subsequent Finance Charge, other charges and us. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.

21. **Change in Terms of Your Account.** We can change any terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject

to applicable law, any change will apply to the current balance of your account, as well as to future balances.

22. **If Your Card is Lost or Stolen or if an Unauthorized Use May Occur.** You agree to notify us immediately if your card is lost or stolen or if an unauthorized use may have occurred. The telephone number to call is 1-800-325-3678, and you agree to follow up your call with a notice in writing to us at: Credit Card Security Department, P.O. Box 30035, Tampa, FL 33630. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

23. **Liability for Unauthorized Use of Credit Card.** We may hold you liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing or the loss, theft, or possible unauthorized use. In any case, your liability will be limited to \$50 with your MasterCard for PIN transactions.

24. **Credit Information.** You agree that we may release information to others, such as credit bureaus, regarding the status and history of your account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.

25. **Waivers.** If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.

26. **Our Address.** To send payment: Payment must be sent to the address listed on the front of the billing statement after the phrase "make check payable to:" To inquire or send correspondence: Write us at the address indicated on the front of the billing statement after the phrase "send inquiries to."

27. **Important Notice to Our Customer Who Contacts Us by Phone.** Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.

28. **MasterCard Rules and Regulations.** The services being provided to you under this Agreement are made possible by Issuer's status as a licensee of MasterCard. You recognize Issuer's responsibility to comply with the current MasterCard rules and regulations and changes to them in order to continue to provide these services.

29. **Regulation Z Disclosures.** By using your card, you acknowledge receipt from us of the disclosures required by Regulation Z of the Truth in Lending Act and that the

terms contained in the disclosures apply to you and your use of the card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in the Customer Agreement is accurate as of the Effective Date. This information may have changed after that date. To find out what may have changed, call or write to us.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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 your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at address shown for such on your billing statement. Write to 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 protect 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 checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three 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 in question, including finance charges, and we can apply any 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 that we made 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 and the date that it is due.

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 you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us, when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if the bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property services that you have purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not 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.



PO Box 476
Athens, Ohio 45701
740-597-2800 or 1-800-562-8420
memberservices@oucu.org
www.oucu.org