

HAYWARD COMMUNITY CREDIT UNION CARDHOLDER AGREEMENT

HCCU PLATINUM UCHOOSE REWARDS MASTERCARD® or HCCU CLASSIC MASTERCARD®

In this Agreement the words *you* and *your* mean each and all of those who apply for the card or who signs the application. *Card* means a MasterCard® Credit Card and any duplicates and renewals we issue. *Account* means your MasterCard® Credit Card Line of Credit account with us. *We, us, and ours* mean Hayward Community Credit Union. APR means Annual Percentage Rate.

1. Responsibility: If we issue you a card, you agree to pay all debts and FINANCE CHARGE arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. If more than one person has applied for a card or signed the application, paragraph 18 below also applies to your account. You agree that you will not use or allow anyone else to use your card for any transaction that is illegal under applicable federal, state or local law.

2. Lost Card Notification: If you believe your credit card has been lost or stolen, you will immediately call the Credit Union at: (715)634-8931 or (888)298-9188.

3. Consumer Liability for Unauthorized Transactions: Your liability to the Credit Union will not exceed \$50.00 for unauthorized use of your card that occurs prior to the time when you give notice of possible unauthorized use to the Credit Union at Hayward Community Credit Union, P.O. Box 876, Hayward, WI 54843; (715)634-8931 or (888)298-9188.

4. Credit Line: If we approve your application, we will establish a Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance *exceed* this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may call us to request an increase, which must be approved by our loan department. By giving you written notice our loan department may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

5. Credit Reporting: We may report information about your account to credit bureaus. Late payment, missed payments, or other defaults on your account may be reflected in your credit report.

6. Monthly Statement: We will mail you a statement every month which will show your previous balance, the current transaction on

7. Minimum Payment: Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. Your minimum payment will be the greater of 3% of your balance or \$25, PLUS new interest and late payment fees. We will also add any past due amount to your minimum payment.

8. How Payments Are Applied: Payments are applied first to fees; second, finance charge; third, non-accruing balance; fourth, old purchases and advances; fifth, current purchases and advances (cycle to date).

9. How Your Variable Interest Rate is Calculated: Your variable rate may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime rate published in the Wall Street Journal on the 10th day of each month. If the Journal is not published on that day, then see the immediately preceding edition. Variable rates will be updated monthly and will take effect on the first day of each month. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

10. FINANCE CHARGE:

(a) Figuring the Finance Charge: The FINANCE CHARGE (interest) is calculated at the periodic rate of:

- .792% per month, which is the APR of 9.50%;
- 1.021% per month, which is the APR of 12.25%;
- 1.229% per month, which is the APR of 14.75%; or
- 1.646% per month, which is the APR of 19.75%;

APR is based on creditworthiness.

(b) How Your Interest Charge is Calculated: Your interest charge is figured using a method called "Average Daily Balance" (which includes new transactions). Under this method, we first calculate your daily balance; Take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then subtract any payments and credits as of that day. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balance.

Next, to find your Average Daily Balance: We divide the sum by the number of days in the billing cycle.

At the end of each billing cycle, we determine your Interest Charge as follows:

Multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) and then multiply the result by the number of days in the billing period.

11. Default: You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay is materially

reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law.

12. Other Security: Unless a lien would be prohibited by law or would render a nontaxable account taxable, I grant the Credit Union a security interest and lien in any deposit account I may at any time have with the Credit Union. The Credit Union may at any time after the occurrence of an event of default and notice and opportunity to cure, if required by law, set-off any amount unpaid on this Credit Card Account against any deposit balances or other money now or hereafter owed me by the Credit Union.

13. Using the Card: To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to participating merchants, to us or to another financial institution, and sign the sales or cash advance draft which is imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

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 us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it upon receipt of your written request.

15. Foreign Transactions: Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at wholesale market rate or the government mandated rate, whichever is applicable, in effect one day prior to the processing date. A two-percent (2%) International Transaction Fee will be assessed and billed separately. This fee will be charged on all international purchases, credit vouchers and cash advances.

16. 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 apply:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and
- 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; and
- 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 Hayward Community Credit Union, PO Box 876, Hayward, WI 54843. While we investigate, the same rules apply to the disputed amount as discussed above. After we have finished 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.

17. Effect of Agreement: This Agreement is the contract which applies to all transactions on your account. We may amend this Agreement from time to time by sending you advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing balance as well as future transactions.

18. Joint Liability: Each person who has signed the application or applied for a card 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.

19. Fees: This card includes the following fees as disclosed to you in the Terms & Conditions provided to you at application:

Annual Fee	No Annual Fee
Balance Transfer	The greater of 3% of the amount of each transfer or \$5
Cash Advance	\$5 per transaction
Cash Advance ATM	\$5 per transaction
Foreign Transaction	1% of each foreign purchase or advance in U.S. Dollars
Late Payment	Up to \$15
Returned Payment	Up to \$10

20. Other Charges: The following other charges will be added to your account, as applicable:

Statement Reprint Fee	\$ 5.00
Retrieval Request/Copy Fee	\$ 5.00
Card Replacement Fee	\$10.00
Rush Card Fee	\$20.00

21. Rewards Program Rules (Applies to Platinum UChoose Rewards MasterCard® Only): From the date you open your Account until your Account is closed, you will receive 1 Reward Point ("Point") for each dollar of Net Purchases charged to your **HCCU Platinum UChoose Rewards MasterCard®** during each billing cycle that the Account is open and current (no Minimum Payment is past due) on the closing date for the billing cycle. You may accumulate a maximum of 75,000 Points annually. Points will not be issued for transactions that are less than \$20 or greater than \$15,000. Member must accumulate 2,500 Points before they can be redeemed for rewards. Points can be redeemed for merchant gift cards, merchandise, travel, activities, and events through the redemption website. Points are valid for 2 years before they expire. Points earned on your HCCU Platinum UChoose Rewards MasterCard® Card may not be pooled with other account rewards.

Redeeming your points: You can redeem your points online at www.uchooserewards.com.

**22. ACKNOWLEDGEMENT OF CARDHOLDER AGREEMENT:
USE OF YOUR HCCU MASTERCARD® WILL ACKNOWLEDGE
THE RECEIPT OF THIS AGREEMENT.**

If the Military Lending Act (MLA Law) and its implementing regulations are applicable to this transaction, and the Member is a “Covered Borrower” under the MLA Law, all, or any part of any provision(s) in this document or in any other document connected to this transaction, including any security agreement, between Customer and Lender or otherwise in favor of Lender, that are prohibited by the MLA Law, shall be deemed void, of no force or effect, and severed from the applicable document. The provisions or parts of them that are not severed shall remain in full force and effect.

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 STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet and mail it to Hayward Community Credit Union PO Box 876, Hayward, WI 54843. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 account automatically from your share account or share draft account, you can stop the 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 statement is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you 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 statement that are not in question.

If we find that we made a mistake on your statement, 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 statement. And, we must tell you the name of anyone we reported you to. 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 of the questioned amount, even if your statement was correct.