



## MASTERCARD CREDIT CARD / MASTERCARD GOLD CARD CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

This Agreement and Disclosure Statement applies to your SunWest Federal Credit Union MasterCard/MasterCard GOLD card(s), and is applicable only upon acceptance and approval of your credit application. In this Agreement the words "you" and "your" mean the person or persons who have been issued the enclosed MasterCard or Cards (the "Card") and the words "we", "us" and "our" mean SunWest Federal Credit Union. You understand that by using any MasterCard issued to you, or by authorizing anyone else to use it, you are agreeing to all of the terms of this Agreement and you will be responsible for repayment of all credit extended by us to you or any authorized user. You promise to pay for all credit extended on MasterCard, as well as for any interest charges earned by us and any other sums which might become due under this Agreement. **IMPORTANT NOTICE REGARDING SECURITY INTEREST:** You hereby pledge and grant us a security interest in all funds now or hereafter in any and all checking, savings and/or share accounts you have with us at any time this Agreement is in effect or any amounts are owing hereunder to secure payment of all credit extended to you under this Agreement.

- 1. Types of Credit Available.** There are two types of credit available with MasterCard. You can use MasterCard to charge purchases of goods and services at many types of businesses throughout the world and you can also use it to obtain cash advances from participating financial institutions and automated teller machines worldwide.
- 2. Lost Card Notification.** If you believe the Card has been lost or stolen you will immediately call us at 1-800-453-4270.
- 3. Credit Line.** If we approve your application, we will establish a line of credit for you and notify you of your credit limit when we issue the Card. You agree not to let the account balance exceed this approved credit limit. 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 request an increase in your credit limit only by written application to us, which must be approved by our credit committee or loan officer before it becomes effective. By giving you written notice we may reduce your credit limit from time to time, or with good cause, revoke your Card privileges 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.
- 4. 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 your account to credit bureaus and other creditors who inquire of us about your credit standing.
- 5. Monthly Payment.** We will provide you a statement every month showing your prior account balance, the current transactions on your account, the remaining credit available under your credit line, the total New Balance, the interest charge due to date, and the minimum payment which must be made by the payment due date, which also will be shown on your statement. Your minimum payment will be either (a) three percent of your total New Balance or \$20.00, whichever is greater, plus any amount over your approved credit limit and any portion of the minimum payment shown on any prior statement which remains unpaid, or (b) your total New Balance if it is less than \$20.00. In addition, at any time your account balance exceeds your credit limit, you must immediately pay the excess upon our demand. Your payment due date will be 25 days after your statement closing date, which is the last day of the month. You promise to pay the minimum payment amount on or before the payment due date shown on your statement each month. 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 interest charges you pay by doing so.
- 6. INTEREST CHARGES.** You can avoid an interest charge on the purchase portion of your account by paying the entire New Balance shown on your monthly statement by the applicable payment due date each month. If you do not, interest charges will accrue on your purchase balance, as well as on all new purchases from the date they are posted to your account. Interest charges always accrue on cash advances from the date they are posted to your account. There is no interest-free grace period on cash advances. **INTEREST CHARGES** on the standard MasterCard account will be calculated at a daily periodic rate of 0.04082% (0.04071% during a leap year), which corresponds to an Annual Percentage Rate of 14.9%, on the actual daily balances in your account. The MasterCard GOLD card daily periodic rate will be 0.03425% (0.03415% during a leap year) which corresponds to an Annual Percentage Rate of 12.5%. Subject to any applicable grace period for purchases, your actual daily balance is calculated each day during a billing cycle by adding to the prior day's balance any new purchases and cash advances posted to your account that day, and subtracting any payments or credits posted to your account that day. Then, each day during the billing cycle, the actual daily balance in your account is multiplied by the daily periodic rate stated above to determine the dollar amount of your interest charge for that day. At the end of each billing cycle, your daily interest charges are added together to determine your total interest charge for that billing cycle. In addition to the periodic interest charges described above, you also agree to pay a \$2.00 cash advance fee for each cash advance obtained with the Card.
- 7. REINSTATING THE 25-DAY GRACE PERIOD.** If you desire to reinstate the 25-day grace period on purchases, you must pay the New Balance shown on your monthly statement by the applicable payment due date. If you do so, you will not be assessed an interest charge on new purchases posted to your account so long as you continue to pay your New Balance on or before the applicable payment due date each month.
- 8. 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 us is materially reduced by an increase in your obligations, bankruptcy or insolvency proceedings involving you, or by your death or your failure to abide by this Agreement, or if you cease to be a member of SunWest Federal Credit Union. We have the right to demand immediate payment of your full account balance if you default. We will also have the right to foreclose our pledge (security interest) in any and all checking, savings and/or share accounts you have with us, up to the total amount of your debt to us under this Agreement. You agree to pay our reasonable collection expenses, including court costs and reasonable attorneys' fees.
- 9. 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 a participating MasterCard plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will contain your truncated card number. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an ATM or other type of electronic terminal that provides access to the MasterCard system. 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 will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you may request.
- 10. 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 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 \$1.00 or more, refund it on your written request or automatically after six months.
- 11. Foreign Transactions.** If you effect a transaction at a merchant that settles 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 cards. 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.

## MASTERCARD AGREEMENT AND DISCLOSURE STATEMENT (continued)

12. **Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even if the sales, cash advance, credit or other slips you sign contain different terms. We may cancel or amend this Agreement from time to time by notifying you in writing. Your use of the Card thereafter will indicate your agreement to any amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balances as well as to future transactions.

13. **GOLD Card Benefits.** Special benefits provided to MasterCard GOLD Cardholders may include, but are not limited to: MasterTrip Travel Assistance, MasterAssist Medical Protection, MasterLegal Referral Service, MasterRental Insurance, RoadSide Assistance Services, MasterPurchase Retail Protection, MasterGuest Vacation Planning Service, and other MasterValues.

14. **Internet Gambling Transactions Prohibited.** You may not use your card to initiate any type of unlawful electronic gambling transactions through the Internet.

Interest Rates and Interest Charges	MasterCard	MasterCard Gold
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	<b>14.9%</b>	<b>12.5%</b>
How to Avoid Paying Interest on Purchases	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.	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.
Minimum Interest Charge	None	None
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>	
Fees		
Annual Fee	None	None
Transaction Fees		
Cash Advance	\$2.00	\$2.00
Foreign Transaction	1% of each transaction in U.S. dollars.	1% of each transaction in U.S. dollars.
Penalty Fees		
Late Payment	\$5.00	\$5.00

### IMPORTANT INFORMATION REGARDING 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.

#### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

SunWest Federal Credit Union, 11839 N 28th Drive, Phoenix, AZ 85029. You may also contact us at [www.sunwestfcu.org](http://www.sunwestfcu.org).

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. You must notify us of any potential errors 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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- We can apply any unpaid amount against your credit limit.

#### 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: SunWest Federal Credit Union, 11839 N 28th Drive, Phoenix, AZ 85029 or at [www.sunwestfcu.org](http://www.sunwestfcu.org). 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.