

# MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

## Home Equity Line of Credit Mastercard® Cardholder Agreement

The terms and conditions of this Agreement shall apply to all Home Equity Line of Credit (HELOC) Mastercard Cards issued by Mission Federal Credit Union. In this Agreement, the words "Credit Union," "Branches," "us," "we," "our," or "MFCU" mean Mission Federal Credit Union. The words "you," "your," "signer," and "owner" mean each and all of those issued a HELOC Mastercard Card. For all intents and purposes of this Agreement, "Card" refers to the HELOC Mastercard Card or any combination of your Card, Card number, Card security data and Personal Identification Number (PIN). The words "Account" and "Loan" mean your MFCU HELOC Loan. The words "transaction" and/or "transfer" refer to use of your Card, your Card number, or a combination of your Card or Card number and PIN to obtain cash, goods, service, make payments, transfer funds and pay bills directly from your Loan. This Agreement governs the use of Cards issued to you and your signers. The agreements, disclosures, rules and regulations applicable to your Loan including other agreements you have with MFCU, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified. In some circumstances, we are required by law to notify you of changes to this Agreement, and at other times notification may not be required. If we are required by law to notify you about a change that you have a legal right to reject, we will provide you with instructions as to how you may reject such changes. If you do not want to use your Card, please destroy the Card and notify us immediately.

1. **USING YOUR CARD** - Use of your Card constitutes acknowledgement of receipt and acceptance of the terms of this Agreement. You may use your Card to make purchases from merchants and others who accept your Card. You may also obtain cash advances from MFCU, other financial institutions that accept Cards, some merchants and select automated teller machines (ATMs). To obtain cash advances from an ATM, you must use a PIN that may be issued for use with your Card. Transactions include any fees or service charges that result from the use of your Card. For MFCU fees please refer to the current Consumer Fee Schedule. You understand that performing transactions with this Card will result in loan advances from your Loan. You are prohibited from using your Card to participate in any type of Internet gambling or for any unlawful purpose or transaction. Even though your Loan may have a balance sufficient to cover a requested Card transaction, electronic terminals, merchants, financial institutions, and other Mastercard network locations may not be able to obtain an authorization to process a transaction. MFCU is not liable for the refusal or inability of such terminals or persons to honor a Card, to complete a Card transaction, or for their retention of the Card.

2. **RESPONSIBILITY** - Your card is for personal use only. You are responsible for all transactions (purchases, balance transfers, convenience checks and cash advances), including associated fees and other charges, made to your Loan by you. You are prohibited from allowing others to use your Card. If you violate this prohibition and allow use of your Card, Card number, and/or PIN by any person other than yourself, you are responsible for all transactions made, to the extent allowed by applicable laws and regulations. You agree to assist MFCU in its efforts to locate, apprehend, and prosecute person(s) for unauthorized Card use. MFCU shall have no responsibility to you or any user, for any injury which may occur as a result of any act before, during, or after a transaction.

3. **CARD ISSUANCE** - At the discretion of MFCU, one card may be issued to each signer on the Loan. Your Card remains MFCU's property and is nontransferable. We may cancel, modify, and/or restrict the use of any Card without notice if your Loan is past due, when it is necessary to maintain or restore the security of your accounts, or when you conduct transactions on your accounts that are irregular or fraudulent in nature. Replacement Cards may be issued for a fee as disclosed in the current Consumer Fee Schedule.

4. **TRANSACTION LIMITATIONS** - The amount of your withdrawal, as well as the number of transactions permitted per day, may be limited. If, for any reason, your account is deemed unsatisfactory, is overdrawn, you fail to pay MFCU any amount owed on a loan or other contractual obligation, or you cause MFCU any loss, MFCU may, at its discretion, revoke your Card privileges or reduce the amount you may withdraw. When the system is in stand-in or is offline, you may use your Card to obtain an authorization or approval for a transaction based on pre-established stand-in limits, rather than the actual available balance on your Loan. All transactions are subject to proof and verification by MFCU.

5. **PERSONAL IDENTIFICATION NUMBER (PIN)** - A PIN acts as your signature when obtaining cash advances at participating ATMs. Disclosing your PIN constitutes authorization for use and you remain liable for any and all subsequent transactions. Your PIN should be memorized. DO NOT keep your PIN on or with your Card, or any other place on your person such as checkbook, wallet or purse. If you forget your PIN, you may request a new one or you can choose your own PIN by visiting any MFCU branch. Your selected PIN should not be a number that would be found in your wallet or purse, i.e. birth date, address, social security number, etc.

6. **LIABILITY - LOST STOLEN CARD NOTIFICATION** - You will not be liable for unauthorized transactions using your Card if you promptly report the loss or theft to us. If the loss or theft of your card is not reported promptly, your liability is the lesser of \$50 or the amount of unauthorized use before notification to us. You will not be liable for unauthorized use that occurs after you notify us of loss, theft, or possible unauthorized use of your Card. You may be liable for the unauthorized use of your Card under certain circumstances. If you furnish your Card or Card number and grant authority to make purchases or transfers to a person (such as family member, friend or co-worker) who exceeds the authority given, this will not be considered unauthorized use and you will be fully liable for the transactions unless you have notified us that purchases or transfers by that person are no longer authorized. **To report a lost or stolen card, call Mission Fed immediately at 800.500.6328. Once you have contacted Mission Fed via phone, you have the option to follow up via mail at Mission Federal Credit Union, Card Services Department, P.O. Box 919023, San Diego, CA 92191-9023.**

7. **CARD REVOCATION** - Upon request, you must immediately surrender your Card to MFCU or its agent in the event any of the following conditions occur: you performed transactions resulting in monetary loss to MFCU; any loan is delinquent with MFCU, any of your services at MFCU are closed due to misuse; and/or any other situation in which MFCU deems revocation to be in its best interest.

8. **RETURNS AND ADJUSTMENTS** - Merchants and others who honor your Card may give you credit for returns or adjustments, by sending MFCU a credit which will be posted to your Loan.

9. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS** - From time to time, we may offer you additional services through a third-party provider. These services and benefits contain certain exclusions and limitations. It is your responsibility to review the details of these offers prior to acceptance. MFCU is not obligated to offer any third party services and may withdraw or change them at any time.



10. **AUTOMATIC BILLING UPDATER** - Mission Fed participates in Mastercard's Automatic Billing Updater (ABU) program, where updated card information is provided to participating merchants under certain conditions. To learn more about the ABU program or how to opt out, please visit [MissionFed.com/ABU](http://MissionFed.com/ABU).

11. **FOREIGN TRANSACTIONS** - Purchases and cash advances made in foreign countries and in foreign currencies will be billed to you in U.S. dollars using the rate of exchange between the transaction currency and the billing currency. The rate will be (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by MFCU. In addition, you will be charged a Foreign Transaction Fee on the amount of the purchase or cash advance. Please refer to the current Consumer Fee Schedule disclosure for applicable fees.

12. **EFFECT OF AGREEMENT** - The terms of this Agreement are binding and applicable to all Card transactions and supersede receipts and/or other documents issued through use of your Card which may contain different terms.

13. **WAIVERS AND SEVERABILITY** - We may waive or decline to enforce any of our rights under this Agreement without affecting any of our remaining rights. Should any provision of this Agreement be deemed invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision.

14. **FINAL EXPRESSION** - Written Agreements applicable to your loan may not be contradicted by evidence of any alleged oral agreement.

## **YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE**

**This notice contains important information about your rights under the Fair Credit Billing Act.**

**If you think there is an error on your statement** write to us at: Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023. You may also contact us via secure email on Mission Fed Online Banking. 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. 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. In your written notification, give us the following information:

- (1) Your name and account number
- (2) The dollar amount of the suspected error
- (3) If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake

**When we receive your notice we will**, within 30 days of receiving your written notice, tell you that we received your notice. We will also tell you if we have already corrected the error. Within 90 days of receiving your notice, 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. Additionally,

- (1) The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- (2) While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- (3) We can apply any unpaid amount against your credit limit.

**After we finish our investigation** if we determine a mistake was made, 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.

**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 is 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: Mission Federal Credit Union, Card Services Department, PO BOX 919023, San Diego, CA 92191 or via secure email on Mission Fed Online Banking. 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.