

are grossly negligent in the handling of your card. If you are an organization with 10 or more employees and we have issued 10 or more cards on your account for use by your employees, you may be liable for all unauthorized use of your cards or account before notification to us. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

Credit Investigation – You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, a review of your Account, or efforts to collect any amount due on your Account. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You authorize us to make direct inquiries where you have accounts and other financial institutions where you bank.

Information Sharing and Privacy Policy – You authorize us to share information about you and this Account to the service provider we have contracted with to service you in cases of emergency. We do not share your personal information except to the non-affiliated service providers we use to service your accounts at the credit union and we only share the information necessary to accomplish a specific task. Our Privacy Policy is provided to you when you first open your membership account and at least once each calendar year thereafter.

Enforcing this Agreement – We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

Additional Benefits and Promotions – The Credit Union may from time to time offer additional services or special promotions on your Account over and above the terms contained in this Agreement. If we do, we will notify you about the terms and how long they will be in effect. We reserve the right to decide when and how they will apply to your Account and we are under no obligation to provide any.

Change of Address – You must notify us promptly and at least 10 days in advance of any change to your address, name, or contact phone number and authorize us to accept, at our option, a mailing address correction from the United States Postal Service. If you have elected to receive billing statements online for this Account, you must promptly provide us with any change in your email address.

NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS – If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

Consent to Contact, Telephone Monitoring and Recording – In order to ensure that you receive the best possible service and that our employees comply with applicable law and policy, your calls may be monitored and/or recorded. You consent to the recording and monitoring of your calls whether placed by you, your authorized representatives, us or our authorized representatives. You further authorize us to contact you by telephone for any lawful purpose and expressly consent to calls by us or our authorized representatives to service or collect on any accounts held by us. You agree that we may use pre-recorded or artificial voice messages and/or an automatic dialing device to contact you at all telephone numbers associated with any of your accounts including mobile telephone numbers. If you provide us with your email address, you expressly consent to receiving email messages from us regarding any account held by us.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your statement is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed 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 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 bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us at least three (3) business days before the automatic payment is scheduled to occur.

GOVERNING LAW – THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF FLORIDA WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

ARBITRATION – The Arbitration terms set forth in the Universal Account Agreement apply to this Account and are hereby incorporated by reference as if set forth in full herein.

Notice of Negative Credit Reporting – We may report information about your Account to credit reporting agencies, including a failure to pay us on time (late payments, missed payments or other defaults). This applies to all parties liable for this Account.

The Mastercard Brand Mark is a registered trademark of Mastercard International Inc.,



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Business

Mastercard® CREDIT CARD AGREEMENT

Effective May 21, 2017

Please keep this Agreement for your records – This agreement (“Agreement”) governs your Mastercard business card account (“Account”) with the Credit Union and contains important information that applies to your Account.

Definitions – In this Agreement, the words “you” and “your” mean each person, each business or organization (“organization”), and each officer or owner of the organization who agrees to be bound by this Agreement as set forth below. The words “we”, “our”, “us” and “credit union” means the Credit Union whose name appears on this agreement or anyone to whom the Credit Union transfers this Agreement. The word “card” means the Mastercard business credit card you receive from the Credit Union and any duplicates, renewals, or substitutions the credit union issues to you. The word “account” means the credit card line of credit account the Credit Union approves for you that is subject to this Agreement.

PERSONS BOUND – By signing the application request stating your agreement to be bound by this Agreement or by using the card or account we issue to you, or by authorizing an employee to use the card or account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

STATEMENT OF BUSINESS PURPOSE – You agree that you and have represented to us that you are obtaining your account for business purposes that all purchases or cash advances issued on your account and any other use of your account will only be for a business purpose. You agree that you will never use your account for any personal, household or family purposes.

Usage of your Account – If you are approved for the Account, you understand that the first time the card is used by you or other authorized persons on the Account for the purchase of goods or services will constitute consent to the terms of this Agreement and your acknowledgement of delivery of a copy of this Agreement to you. If you allow someone to be an authorized user on the Account, you allow that person to use the Account as you can. You will remain responsible for all transactions and charges made by you and other persons authorized by you.

Usage of your Card – You may use your card to make purchases from merchants and others who accept Mastercard and for cash advances from financial institutions. Cash advances made at an automated teller machine (ATM) permitting such transactions, requires the use of a personal identification number (PIN). Purchases on a merchant’s website often require you to enter the security code located on the back of your card. The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. The card or cards you receive remain the property of the Credit Union and you agree to surrender to the Credit Union all cards upon request or upon termination of this Agreement whether initiated by you or the Credit Union. You agree that you will not use your card for transactions considered illegal under applicable federal, state, or local laws.

This Agreement, in conjunction with all other agreements you have with the Credit Union, now or in the future, remain in effect and are incorporated into this Agreement by reference unless otherwise specifically.

GAMBLING TRANSACTIONS PROHIBITED. You may not use your card to initiate any type of gambling transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

Responsibility – In return for extending credit to you on this Account, you promise to pay for all goods and services you charge to this Account, plus any FINANCE CHARGE and “other” charges set forth according to the terms of this Agreement. If more than one person has applied for or is liable on this Account, each of you will be responsible for paying all charges incurred by either you or anyone either of you permit to use this Account. If you are an organization, the officer or owner that obtained the account for the organization is also personally obligated for all charges made under the account. This means that the credit union can require any one of you to individually repay the entire amount owed under this Agreement. In addition each person bound under this Agreement, as well as any authorized user, may make purchases individually and, if cash advances are permitted for your account, may obtain cash advances individually.

Your Credit Limit and Canceling or Limiting your Account – Once approved for the Account, the Credit Union will establish and notify you of the credit limit on your Account. You are responsible for keeping track of your Account balance including any fees and Finance Charges and making sure it doesn't exceed your credit limit. We may, but are not required to, authorize charges over your credit limit. You must pay any amount over your credit limit immediately, if requested by the Credit Union. We have the right at any time, and when not prohibited by law, to limit or terminate the use of your Account without giving you notice in advance and we will not be liable to you for any consequences resulting from this action. Limit increase requests of your Account is at the discretion of the Credit Union.

Billing Period – To help manage your Account, we divide time in billing periods of approximately one month in length. For each calendar month your Account will have a billing period ending in that month and a statement will be made available to you.

Finance Charge – No FINANCE CHARGE will be imposed in any billing period if:

- There is no balance owed at the beginning of the billing period or a credit balance (“Previous Balance” shown on your Statement), or
- payments and credit received by the “Payment Due Date” shown on your Statement, equal or exceed the “Previous Balance” at the beginning of the billing period. If the full “Total New Balance” (shown on your Statement) is not received by us by the “Payment Due Date” (shown on your Statement), we will impose a FINANCE CHARGE determined by applying the monthly periodic rate of your Account to the Average Daily Balance calculated on your Account.

Method of Computing Finance Charge – Finance Charge for Cash advances and purchases are calculated separately but in the same manner. We first determine the Average Daily Balance on your Account for the billing period. To compute the Average Daily Balance, we take the beginning balance of your Account each day, then add any new purchases, unpaid Finance Charges, fees, and other charges, then subtract any payments, credits or credit adjustments. This gives us the daily balance. We add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the “Average Daily Balance”. We then, apply the monthly periodic rate of your Account to your Average Daily Balance to obtain the FINANCE CHARGE for this billing period.

Balance Subject to the Grace Period – Purchases - Your Account accrues a FINANCE CHARGE on a purchase, unpaid FINANCE CHARGE, fees, and other charges from the date that it is added to your Account until payment in full is received by the “Payment Due Date” on your Statement. To avoid Finance Charges on purchases, you must pay the entire “Total New Balance” by the “Payment Due Date” shown on your billing statement. **Cash Advances** – A FINANCE CHARGE begins to accrue on cash advances from the date you get a cash advance or from the first day of the billing cycle in which a cash advance is posted to your Account, whichever is later. There is no grace period on cash advances.

Minimum Monthly Payment and Application of Payments – You agree to pay us at

least the minimum monthly payment set forth on your billing statement each month. If your billing statement shows a “Minimum Monthly Payment Due”, your payment is due by the “Payment Due Date” which is no less than 25 days from our billing statement end of statement date (right side date under the “Statement Period”. You may at any time pay more than the minimum. If you pay more than the minimum, but less than the “Total New Balance”, you will still be required to pay the “Minimum Monthly Payment Due” as shown on future billing statements. The minimum payment each month is the greater of the following; \$10.00 or 2% of the “Total New Balance” rounded up to the nearest dollar.

Payment Allocation – Subject to applicable law, you agree that the Credit Union may allocate your payments in the manner that is most convenient for us. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution.

Over-the-Limit Fee \$35 – The fee will be added to your account if your account balance ever exceeds your credit limit during a billing cycle. This fee will continue to be charged for each subsequent month until your account balance is equal to or less than your credit limit.

Return Item Fee \$10 – If an item used by you to make a payment on your Account as required under this Agreement is not honored upon first presentment, your Account is subject to a Return Item Fee for each item.

Late Payment Fee \$35 – The fee will be added to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date.

Card Replacement Fee \$10 – A card replacement fee will be added your Account whenever you request a replacement card.

Copy of Statement or Documents \$3 – A fee may be charged and applied to your Account for each copy of a sales draft or statement requested by you (except when the request is made in connection with a billing error or unauthorized transactions).

Foreign Transactions – There is no transaction fee from Achieva Credit Union for foreign transactions but you may be subject to fees at origination of the transaction. Purchases and cash advance transactions made in foreign currencies will be converted in US dollars to be processed in your account. For transactions processed by a network operated or affiliated with Mastercard, the rate of exchange used to convert the foreign currency transaction in US dollars is selected by Mastercard from a range of rates available in wholesale currency markets on the day they receive your transaction. This conversion rate may differ from the rate of exchange in effect on the day of the transaction or the day the transaction is posted to your account. There is no additional fee for foreign transactions.

DEFAULT – You will be in default and all available credit under this agreement may be terminated if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you; a) break any promise you make under this Agreement; b) exceed your credit limit; c) are a natural person, if you die; d) are an organization, you cease to exist; e) are an organization, you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; f) file for bankruptcy or become insolvent; g) make any false or misleading statements in any credit application or credit update; or h) if something happens that the credit union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the Interest Rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe. If the account is referred to an attorney, you agree to pay our reasonable attorney's fees and court costs, but only to the extent and in the amount permitted by applicable law of the State of Florida.

Security Interest – If the security of this Account required a specific pledge of your shares where you signed a specific pledge agreement, you agree that you may not withdraw amounts that have been specifically pledged to secure this Account until we agree to release all or part of the pledged amount. You also specifically and as a condition of the Account, grant us a security interest in your individual and/or joint share accounts held with us. You agree that we may (without prior notice and to the

extent of the law as permitted in the state of Florida), charge against and deduct from any of your accounts, whether individual or joint, at the credit union except deposits which may be held pursuant to an Individual Retirement Account or other tax-deferred retirement account, any due and payable debt owed to us now or in the future. This includes the total amount of which we are entitled to demand payment under the terms of this Agreement including collateral securing other loans, which are part of a credit plan you have with the Credit Union, except for the security interest in your principal dwelling, may also serve as security for this Account in case of default.

NOTICE TO GUARANTOR(S) – You are being asked to guarantee the debt on this account including the borrower(s) future increase requests. Think carefully before you do. If the borrower(s) do not pay this debt, you will have to. Be sure you will be able to afford this debt if you have to pay it and make sure that you want to accept this responsibility. You will be responsible for the full amount of the debt if the borrower(s) do not pay. You may also have to pay late fees or collection costs, which will increase the balance of the debt. Understand that the credit union has the right to collect on this debt from you prior to collect from the borrower(s) and that we can use the same collection methods against you that can be used against the borrower(s). This may include garnishing your wages and/or file claims against you. We may also report information about this account against you to credit reporting agencies, including a failure to pay the debt on time (late payments, missed payments or other defaults).

Change in Terms Notice – We may add or delete a term or change any term of this Agreement, including the rate of FINANCE CHARGE. Notice of change will be given in accordance with applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of the change, as well as to any subsequent transactions. Existing card members, who have received this Agreement in connection with a change in terms notice, should read this Agreement carefully before using their cards as use of the card after the effective date of this Agreement will constitute acceptance of this Agreement event even if you have previously notified the Credit Union in writing that you have rejected the change in terms. If there is more than one person responsible for this Account, notices sent to one of you will be considered notice to all of you.

Termination of the Account – Either you or the credit union may terminate this Agreement at any time, but termination by you or the credit union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized. The card or cards you receive remain the property of the credit union and you must recover and surrender to the credit union all cards upon request or upon termination of this Agreement whether by you or the credit union. The credit union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the credit union.

CHANGING OR TERMINATING AUTHORIZED USERS – Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card. If you cannot return the authorized user's card and if you request your account to be closed, we will close your account and you may apply for a new account.

LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION – You may be liable for the unauthorized use of your card or account. Notify us immediately, in writing or by telephone at the address or phone number included in this Agreement, if your card is lost, stolen or you suspect there has been unauthorized use of your card or account. You may be liable for up to \$50 for the unauthorized use of your card or account before notification to us. Your account may also be subject to the Mastercard Liability Limitation Rule of zero liability on unauthorized purchases made with your credit card, unless you