

the conversation is subject to monitoring and/or recording in accordance with applicable law. By signing your Signature Card, opening, maintaining or using any Account or service with the Credit Union, you authorize us to contact you via email, text or phone, including mobile phone, at any number or email address that you have provided or that otherwise reaches you, for any purpose, including but not limited to service, marketing or debt collection. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voicemail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device automatic telephone dialing system. You also expressly consent that we may send email messages regarding your account to your email address.

**Amendments/Changes in Terms** – We may change the terms of this Agreement at any time unless otherwise prohibited by applicable law. We will give you notice of any changes in accordance and as required by applicable law. The most recent credit card agreement is available on our website at [www.achievacu.com](http://www.achievacu.com).  
**Statements and Notices** – Statements and notices will be mailed or emailed to you at the most recent postal address or email address you have provided to us. Notice provided to any Account owner will be considered notice to all.

**Change of Address** – If your mailing address or contact information has changed, or if the address as it appears on this billing statement is incorrect, you must notify us promptly by contacting us at the address or telephone number at the beginning of this Agreement or use our website at [www.achievacu.com](http://www.achievacu.com). If we note that mail addressed to you is returned to us by the United States Postal Service (USPS) with an address correction label, you authorize us to accept, at our option, the mailing address correction provided by USPS to correct the address on your Account. If you have elected to receive electronic billing statements for this Account, you must promptly provide us with an update of your correct email address. Your email address may be easily updated by accessing our electronic banking platform “Online Banking” located on our website. A bad address may result in a monthly Bad Address Processing Fee as set forth in our current Consumer Schedule of Fees.

**Liability for Lost or Stolen Cards or Account Number** – If your Card, Account number or other means to access your Account are lost or stolen, or you think someone used or may use your Account without your permission, you must notify us at once, orally or in writing, Monday through Friday 9:00 AM to 5:30 PM at the address and phone number shown on this agreement or by calling 1.800.543.5073 twenty-four (24) hours a day, seven (7) days a week. You will not be liable for unauthorized transactions that occur after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made from your Account, unless you are found to be grossly negligent in the handling of your Card or Account. If you notify us properly and no gross negligence was found from your part, your liability will not exceed \$50.00 and may be waived under the Mastercard agreement with your Card issuer. 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.

**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. The Arbitration provisions do not apply to covered borrowers under the Military Lending Act unless you established your credit card account when you were not a covered borrower.

**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, AND WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

**YOUR BILLING RIGHTS** – 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:

**Achieva Credit Union, P.O. Box 1500 Dunedin, FL 34697**

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- 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. At least 3 days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. 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.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake, 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.

**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:

- 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 \$50.00 (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.)
- 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.
- 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:

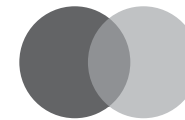
**Achieva Credit Union, P.O. Box 1500 Dunedin, FL 34697**

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.

**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 modified.**



BANKING FOR  
GOOD™



mastercard.

Business

Mastercard® CREDIT CARD AGREEMENT

Effective February 10, 2021

**Agreement** – This Mastercard Credit Card Agreement together with the Account Opening Disclosure and any other subsequent documents provided to you related to this Account (hereinafter collectively referred to as “Agreement”) is your contract with the Credit Union and governs all business Mastercard Accounts (“Accounts”) issued by Achieva Credit Union. The agreements, disclosures, rules and regulations applicable to your Account including other agreements you have with the Credit Union, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

**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.

**STATEMENT OF BUSINESS PURPOSE** – You warrant to us that you are obtaining your Account for business purposes and 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.

**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.

**Usage of your Account** – By signing the application request stating your agreement to be bound by this Agreement, by using the card or Account we issue to you, or by authorizing an employee to use the card or Account, you consent to the terms and conditions of this Agreement and acknowledgement of delivery of a copy of this Agreement. If you allow someone to be an authorized user on the Account, you are allowing 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. You may use your Card to purchase goods and services from merchants and others who accept Mastercard. You may also use the Card for cash advances from financial institutions and automated teller machines (ATM) permitting such transactions. Cash withdrawals at an ATM will require the use of a personal identification number (PIN). Purchase of goods and services online will often require you to enter the security code located on the back of your Card. The Card or Cards you receive remain the property of the Credit Union and you agree to surrender all Cards upon request or upon termination of this Agreement whether initiated by you or the Credit Union.

**Responsibility** – In return for extending credit to you on this Account, you promise to pay for all transactions conducted on this Account including purchases, balance transfers, convenience checks and cash advances, any finance charges, fees and other charges as set forth in 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. In the event that your Card or credit line privileges are suspended and/or terminated by the Credit Union, you remain liable for all amounts owed, plus future interest charges and fees.

**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.

**Your Credit Limit and Canceling or Limiting your Account** – Your credit limit is established based on your creditworthiness and may increase or decrease from time to time without prior notification to you. Your periodic statement will show the amount of credit available as of the statement date. You are responsible for keeping track of your Account balance (including fees and Finance Charges) to ensure that you do not exceed the limit on the Account. Occasionally, and at our discretion we may authorize a charge over the limit of your Account without imposing an over the limit fee. If your billing statement indicates that your limit has been exceeded, you will be required to cover the excess balance (in addition to the required "Current Payment Due") by the "Payment Due Date" of the statement showing your Account balance over its credit limit. 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. You may at any time request an increase of your limit by submitting a credit request to us. All requests will be evaluated on the credit information of the requestor(s) and current income to establish ability to repay the debt. Final decisions remain at the sole discretion of the Credit Union.

**Billing Period** – To help manage your Account, we divided the year into equal monthly billing periods so you have the convenience of a monthly statement made available to you at least 25 days prior to your "Payment Due Date." The "Payment Due Date" will always be the same date each month.

**Annual Percentage Rates (APRs), Fees and Finance Charges** – APRs for purchase, balance transfer, convenience check, and cash advance transactions vary. Refer to your Account Opening Disclosure for specific APRs. Fees and charges in addition to those contained in the Account Opening Disclosure applicable to your Account are contained in the current Business Schedule of Fees available at [achieva.com/fees](http://achieva.com/fees) and are subject to change

**Method of Computing Finance Charge** – We will begin charging interest on purchases on the date the transaction is posted to our Account. We will begin charging you interest on cash advances and balance transfers on the later of the date of the transaction or the first day of the billing cycle in which the transaction is posted to your Account. No Finance Charges will be imposed during any billing period where there is no balance owed at the beginning of the billing period or a credit balance exists. If you have a previous balance on your billing statement, we will apply Finance Charges on the "Total New Balance" (previous balance plus any fees, purchases, transfers and cash advances minus any payment(s) you made). The Finance Charges are determined by applying the Monthly Periodic Rate (MPR) of your Account to the calculation of your Average Daily Balance. Finance Charges for cash advances and transfers begins to accrue from the date they are originated or from the first day of the billing cycle in which the cash advances or transfers are posted to your Account, whichever is later. Finance Charges on your purchases of goods and services start accruing on the day the transactions post to the Account. To compute the Monthly Periodic Rate, divide the APR by twelve. 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.

**Grace Period** – "Grace Period" means the period of time during a billing cycle when you will not accrue Finance Charges on certain transactions or balance(s). To avoid Finance Charges on new purchases of goods and services and to take advantage of the Grace Period, you must have paid the New Balance from the prior month billing statement in full by the "Payment Due Date" and pay the "Total New Balance" of the current billing statement (showing all new transactions) in full by 5:00 PM on the "Payment Due Date." A Grace Period does not apply to balance transfers and 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. The "Current Payment Due" must be received by 5:00 PM on the "Payment Due Date" which will be on the same date every month and no less than 25 days from the end of the prior billing statement closing date.

**Payment Allocation** – You may pay more than the "Current Payment Due" and make payments to your Account at any time without penalty. If your "Total Outstanding Balance" includes balances with different APRs, we will allocate funds you pay over the "Current Payment Due" to the balance with the highest APR first, and any remaining excess funds after that to the next highest APR in descending order. This will result in balances with higher APRs to be paid before any others. If your credits and payments exceed the total balance owed on the Account, your Account will show a credit balance and the funds will be applied against future purchases, transfers or cash advances. Partial payments will increase the total amount of interest you pay and will not delay your next scheduled payment. We may accept late payments and partial payments and such action shall not constitute forgiveness or a waiver of any terms under this Agreement. 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.

**Foreign Transactions** – Purchase of goods and services or cash advances you make in foreign currencies will be converted in US dollars before posting to your Account. On the day Mastercard receives your transaction(s), they select the rate of exchange to convert your transaction(s) in US dollars from a range available to them in wholesale currency markets. The selected rate may be different than the rate of exchange in effect on the day you made the transaction(s) or the day the transaction(s) post to your Account. Please refer to the Business Schedule of fees for applicable fees.

**Credit Review** – You authorize us to review 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 the consumer credit reporting agency we used. Your authorization also extends to inquiries we may initiate with your employer, businesses or financial institutions where you may have (now or in the past) established relationships, and persons you named as references.

**Credit Information** – 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. We may also access your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections and future credit line increases or decreases and to display your credit score within online banking and mobile access.

**Account Termination** – You may close this Account at any time without any specific reason. If you close this Account, we may require you to put the request in writing and you agree that you are responsible to pay the total balance due (including fees and Finance Charges) on the Account under the current terms of the Agreement in force at the time the Account is closed. We have the right to close or suspend privileges on this Account at any time and for any reason without prior notice.

**Illegal Transactions** – You agree that you will not use your card for transactions considered illegal under applicable federal, state, or local laws. Transactions made on illegal internet gambling sites are prohibited and, where identified, will be rejected and can cause the termination of your Account. You agree to pay us for all transactions made on your account even if the transaction is determined to be illegal. You agree to defend us against and hold us harmless from any damages or liability arising from a transaction initiated by you or your Authorized User, if any, for the purpose of conducting an illegal activity.

**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. You understand that failure to timely make loan payments may result in suspension and/or termination of electronic or other access to account funds on all accounts held with the Credit Union. You may also be considered in default if you fail to promptly pay any amount exceeding the credit limit of your Account. 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.

Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share account to pay any amounts due on your account if you should default.

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**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).

**Enforcing this Agreement** – We have the right to enforce or not enforce our rights under this Agreement without losing the right to enforce them in the future. A delay in action does not indicate that we cannot exercise these rights at a later date as permitted by law. If any term of this Agreement is found to be unenforceable, all other terms will remain in full force.

**Consent to Contact, Telephone Monitoring and Recording** – You consent that by providing your phone number and/or initiating a transaction, we may monitor and/or record any telephone conversation with you for any reason. You agree that the Credit Union is not required to remind you before each telephone call that