

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.

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. 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.

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.

Achieva Cash Rewards Mastercard® - Terms and Conditions – Cash rewards are based on the qualifying purchases you make and rewards are earned at tier levels as follows:

| QUALIFIED PURCHASES | EARNED REWARDS |
|---------------------|----------------|
| \$0 to \$5,000 | 0.50% |
| \$5,001 to \$10,000 | 1.00% |
| Over \$10,000 | 1.50% |

A qualified purchase is a net retail purchase and does not include credits, returns or adjustments. Cash advances, gift card purchases, balance transfers, and purchase of monetary instruments are not eligible purchases and will not count towards cash rewards. To be eligible for cash rewards, you must be registered for our e-Statement service and agree to receive your Account statements and future disclosures electronically. Earned cash rewards are calculated daily and accrue each day throughout the year. You can see the monthly earned cash rewards amount and cumulative balance in online or mobile banking. Cash rewards will not be earned or accrue for any month that you are delinquent on your payment for a period of 30 days or more. Upon earning cash rewards of \$20.00 you will be eligible to redeem your cash rewards. At your instruction, we will post a credit to any of your Achieva accounts. Subsequent redemption of cash rewards may be made at any time without the \$20.00 minimum requirement. All remaining balances in excess of the minimum \$20.00 will be paid out each year in November. If your cumulative cash rewards earned during the year do not meet the \$20.00 minimum for payout, they will be forfeited. Achieva Credit Union reserves the right to modify or discontinue this program without notice.

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.



P.O. Box 1500
Dunedin, FL 34697
727.431.7680 | 800.593.2274
www.achievacu.com



Mastercard® Credit Card Agreement

Effective September 1, 2023

Definitions – In this Agreement the words “Account” means the Mastercard credit card account approved for you by Achieva Credit Union. “Card” means the access device with the Mastercard logo made available to you after approval for the purpose of access to your Account. It also includes future renewed or substituted access devices issued to you under this Agreement. The words “Credit Union”, “we” and “us” refer to Achieva Credit Union or anyone to whom this Agreement may be assigned to in the future. “Current Payment Due” means the minimum payment required that you must pay at or before the “Payment Due Date” to avoid late charges. “Finance Charges” means calculated interest based on your approved APR(s) for the funds you borrow on your Account by making purchases, and other types of transactions. “Payment Due Date” means the date by which you must make the “Current Payment Due” to avoid late charges. “Total New Balance” means the balance remaining on your Account after the prior month’s payment is applied including fees, finance charges, and new transactions. “You” and “your” refer to each liable person who applies for and agrees to the terms and conditions of the Account. This includes any person authorized by you to use the account now or in the future.

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 consumer 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.

Usage of your Account – Use of your Account by you or other authorized users on the Account constitutes 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). Access to cash advances may be limited by us without notification. 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, 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 the account, each of you will be responsible for paying all charges incurred whether initiated by you or anyone who has your permission to use the Account. 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.

Account Credit Limit and Responsibility – 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.

Requesting a Limit Increase – 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 Consumer Schedule of Fees available at achieva.com/fees and are subject to change. The Annual Percentage Rates provided within this Agreement are authorized by Florida Statute 687.12, 655, and 516.

Method of Computing Finance Charges – 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 then add up all the daily balances for the term of the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance." All transactions on your Account are calculated by this method even if calculated separately.

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.

When Your Payment will be Credited to Your Account – If you make your payment in person at one of our branches, your payment will be credited on the same day you make the transaction. Payments made electronically before 5:00 PM will be credited on the same day except for Sundays and Federal Holidays. Mailed payments will be credited as of the date they are received. If your "Payment Due Date" is a Sunday or Federal Holiday, you will not be considered late for any purpose and will not incur a late payment fee if your payment is made by the next business day that we are open.

Current Payment Due – Each month you must pay at least the current payment shown on your statement by the "Payment Due Date" on the statement. You may pay more frequently, pay more than the minimum payment or pay the new balance in full. If you make additional payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The "Current Payment Due" each month is the greater of \$25.00 or 2% of the "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. Where your credit and payment balance is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

Skip-A-Payment – From time to time, solely at the Credit Union's option, you may be given the option to skip-a-payment. If you elect to take advantage of the offer to skip-a-payment, finance charges will continue to accrue during the month you choose to skip-a-payment. You must resume paying the Current Payment Due on the next Payment Due Date. Any fee incurred may be considered a finance charge. All loans and this Account must be current and the membership must be in good standing to be eligible. A fee of \$35 will be charged for each skip-a-payment.

Balance Transfers – Other financial institutions' credit card accounts are eligible for balance transfer to this Account and will be treated as cash advances on your Account. During the introductory period of a special promotion, only the balance(s) of such transfer(s) are subject to the promotional APR. All other transactions you make (purchase of goods and services, cash advances) will be subject to the qualified APR that was disclosed to you when you opened the Account. This qualified APR is the same as the one that will also apply to any remaining balance(s) of your original other credit card balance transfer(s) after the termination of the promotional introductory period APR.

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 Consumer 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 the "Current Payment Due" by the "Payment Due Date" on your billing statement. 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. If you breach any promise or obligation under this Agreement, if you become incapacitated, or if you file bankruptcy subject to applicable law, we may also consider you to be in

default under this Agreement. You will also be found to be in default if any statement made by you to us in connection with this Account, or any other credit program with us was false or misleading. If we receive information indicating that you are deceased, bankrupted, intent to file for bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer credit worthy, or in the event of default, subject to any right you may have under applicable law, we may demand the payment of the entire unpaid balance due. If we must refer your Account to an attorney, you agree to pay our reasonable attorneys' fees and court costs, but only to the extent and in the amount permitted by applicable law.

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 consensual 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 permitted by applicable law), charge against and deduct from any of your accounts, whether individual or jointly owned, at the Credit Union except for 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. This consensual security interest does not apply for periods when you are a covered borrower under the Military Lending Act.

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. This consensual security interest does not apply for periods when you are a covered borrower under the Military Lending Act.

Military Lending Act Protections – Under the Military Lending Act, the following statement applies to covered borrowers (Active Duty servicemembers and their dependents) with accounts established on or after October 3, 2017: Federal Law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees or ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call us at 800.593.2274.

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 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.