



## Credit Card Agreement Mazuma Credit Union

**NOTICE: See reverse side for Important Information regarding your rights to dispute billing errors.**

In this Agreement the words "you" and "your" mean each and all of those who apply for the Card or who sign this Agreement. *Card* means the VISA Credit Card and any duplicates and renewals.

**1. Responsibility.** If we issue you a Card you agree to repay all debts and the **FINANCE CHARGE** arising from the use of the Card and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce, decree of dissolution of marriage or other court judgment to which we, are not a party may direct you or one of the other persons responsible to pay the account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card ("authorized user"), he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call Mazuma Credit Union - (816) 361-4194. After business hours, call (800) 991-4965.

**3. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your VISA. You will not be liable for unauthorized use that occurs after you notify Mazuma Credit Union, 9300 Troost, Kansas City, Missouri 64131, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

**4. Illegal Use of Card or Account:** The use of your Card or Account for an illegal transaction or an illegal purpose is strictly prohibited. If you use your Card or Account for an illegal transaction or an illegal purpose, then 1) you will be in default and subject to the terms of Paragraph 9; 2) at our discretion and at any time thereafter, we can suspend or terminate your Account and/or revoke your Card, subject to the terms of Paragraph 18; and 3) you waive your right to bring any legal action against us arising out of or relating to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold us harmless from any suits or other legal action, or any other liability, directly or indirectly arising out of or resulting from such illegal use, including, where permitted by law, courts costs and reasonable attorney's fees.

**5. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line by application to us, which must be approved. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit-worthiness. We may also cancel your credit limit without written notice, if there are no transactions on your account in the preceding 24 months. You may also terminate this Agreement at anytime, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**6. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

**7. Monthly Payment.** We will mail you a statement every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the Total New Balance, the **FINANCE CHARGE** due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within twenty-five (25) days of your statement closing date. You may, of course, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the **FINANCE CHARGE** by doing so. The Minimum Payment will be either: (a) 2% of your Total New Balance, or \$25.00 whichever is greater, or (b) your Total New Balance, if it is less than \$25.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to fees and previously billed and unpaid **FINANCE CHARGE** on purchases; then to previously billed and unpaid **FINANCE CHARGE** on cash advances; then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to or greater than, the Previous Balance of Purchases will be applied first to that balance and any **FINANCE CHARGE** thereon so as to avoid continuing accrual of **FINANCE CHARGE** on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest first.

**8. Finance Charges.** You can avoid a **FINANCE CHARGE** on purchases by paying the full amount of the New Balance of Purchases each month within twenty-five (25) days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to a **FINANCE CHARGE**. Cash advances are always subject to a **FINANCE CHARGE** from the date they are posted to your account. The **FINANCE CHARGE** (interest) for your Card will depend on your creditworthiness and your relationship with us and other creditors. The **FINANCE CHARGE** can range from a periodic rate of .8250% per month (**ANNUAL PERCENTAGE RATE OF 9.90%**) for more creditworthy members up to a periodic rate of 1.575% per month (**ANNUAL PERCENTAGE RATE OF 18.9%**) for less creditworthy members on the average daily principal balances on the account. We will inform you of the **FINANCE CHARGE** that will be charged on your card. How we compute the balance upon which periodic **FINANCE CHARGES** are assessed: The **FINANCE CHARGE** on your account is based upon the Unpaid Average Daily Balance of Purchases and Cash Advances. To get the Average Daily Balance for Purchases, we calculate the ending unpaid purchase balance for each day by taking the previous day's unpaid purchase balance and adding any new purchases or other "purchase" debits and then subtracting any payments applied to purchases or other "purchase" credits. We then add all the ending daily Purchase balances and divide by the number of days in the statement cycle to derive the Average Daily Balance for Purchases. This figure is multiplied by the monthly periodic rate (1/12 of the **APR**) to obtain the purchase **FINANCE CHARGE**. If you pay your total ending statement balance in full before the next statement date, we will waive this **FINANCE CHARGE** calculation, on purchases only, in that statement period. To get the Average Daily Balance for Cash Advances, we calculate the ending unpaid cash advance balance for each day by taking the previous day's unpaid cash advance balance and adding any new cash advances or other "cash" debits and then subtracting any payments applied to cash advances or other "cash" credits. We then add all the ending daily cash balances and divide by the number of days in the statement cycle to derive the Average Daily Balance for Cash Advances. This figure is multiplied by the monthly periodic rate (1/12 of the **APR**) to obtain the cash advance **FINANCE CHARGE**. There is no grace period for Cash Advances. A **FINANCE CHARGE** accrues on all cash advances (including overdraft advances) from the day the advance is posted until the day the cash advance is repaid.

**9. Default.** You will be in default if you fail to make any required Minimum Payment by the due date shown on your monthly statement. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. In the event your Account is referred for collection to an attorney and suit is brought, you will also be required to pay attorney fees equal to 15% of the amount due and payable under this Agreement, together with any court costs assessed.

**10. Late and Returned Check Charges.** If we do not receive the minimum payment as shown on your billing statement within fifteen (15) days after the payment due date, you agree to pay a late payment fee. The amount of the late payment fee is as follows: (a) \$15 if the minimum payment amount is more than \$25, or (b) \$5 if the minimum payment amount is \$25 or less. At no time will the late payment fee exceed the amount of the minimum monthly payment. A late charge will only be applied once to each periodic payment however long it remains in default. Additionally, you agree to pay a returned payment charge equal to any charges assessed against us by a financial institution for processing a refused check, share draft or similar item given by you for payment on your Account, plus a handling fee of \$15.00. However, the fee will not exceed the minimum payment amount due immediately prior to the fee.

**11. Using Your Account.** To make a purchase or cash advance, there are three alternative procedures to be followed. One is for you to present the Card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The second is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. In addition, if you have requested overdraft protection, we may create an advance at any time there are insufficient funds in your checking account to cover checks written or authorized by any party to the checking account. Any such overdraft, up to your unused available Credit Line will be added to your loan balance under this Agreement, if and when the Credit Union pays the check. If you give your account number to make a purchase or obtain a cash advance without presenting the Card (such as mail order or telephone purchases), or if you sign a check, the legal effect will be the same as if the Card was used by you. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. To the extent permitted by law, the Credit Union may make a reasonable charge for photocopies of any documents you request. However, the documentation charge will not be imposed if your request is in connection with a notice of billing error.

**12. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after 6 months.

**13. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

**14. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**15. Security Interest for VISA.** To secure your VISA Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the Account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in Paragraph 7. With respect to this Account only, we will not assert any statutory rights we may have if you are in default to prevent withdrawal of your unpledged Credit Union shares (deposits) below the unpaid balance of your Account. However, if you give or have given us a specific pledge of your Credit Union shares by signing the

Pledge of Shares on your Application, or otherwise, or any security interest for all your debts, your Account will be secured by your pledged shares and by the property described in those other security agreements, except for your home.

**16. Use of Convenience Checks.** Convenience Checks are another way to access your revolving Credit Card Account. The Convenience Checks are an optional feature added for your convenience. You understand that, unlike Traditional Checks, Convenience Checks are not drawn on an "asset" account, such as a checking account. Therefore, we do not honor stop payment orders for Convenience Checks which you use to access your available credit limit. You should not, therefore, use a Convenience Check to access your available Credit Limit if you anticipate a need to stop payment on the Convenience Check for any reason. You agree that neither we, nor any of our agents or any other third parties who are involved in processing the Convenience Checks, shall have any liability to you or any other party because we do not honor stop payment orders. In addition, you will not be entitled to the protection regarding claims and defenses in Paragraph 14 — Plan Merchant Disputes, when you use Convenience Checks instead of your VISA Card. This means that, unlike transactions entered into using your Credit Card, you are not entitled to withhold payment as to any amount you dispute because you claim the goods or services purchased with your Convenience Checks were defective. However, if you do so, we may pursue our normal collection remedies. With the use of Convenience Checks, you must pay your credit card bills and pursue disputed matters directly with the seller of the goods or services you claim were defective. If you use one of our Convenience Checks, we may return the Check unpaid without any liability to you or anyone else if:

- Your Credit Limit has been or would be exceeded by paying the Check.
- Your Check is postdated. If a postdated Check is paid and as a result any other Check is returned or not paid, we are not responsible.
- Your Check does not bear an authorized signer's signature on file with us.
- Your Account is in default as defined in Paragraph 9 of your Agreement with us.

You may not use one of your Convenience Checks to pay on any outstanding payment or balance you owe us under this or any other Agreement with us. If we pay any Convenience Checks under these conditions, you must repay us for the face amount of the Check. The Convenience Check itself shall be evidence of your debt to us together with this Agreement. We do not return Convenience Checks along with your monthly statements, but use of a Check will be indicated by the description "Check #". We do not certify Convenience Checks. Purchases made with your Convenience Checks are not subject to a grace period; interest begins to accrue as of the day the Convenience Check is posted. The Convenience Checks issued to you for this Account are our property and, if we so request, you agree to cut them in half and return them to us.

**17. Delayed Enforcement.** Our failure to exercise any of our rights when your Account is in default does not mean that we are unable to exercise those rights upon later default. We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may accept late or partial payments, as well as payments marked "payment in full", or with other restrictive endorsements without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

**18. Cancellation.** At our discretion and at any time, we can suspend or terminate your Account or revoke your Card and list your Account in warning bulletins without notice or liability, whether or not your Account is in default under this Agreement. All Cards are owned by us. At our request you must return all Cards cut in half, including Cards you gave to others. You can cancel your Account by giving us a Notice of Cancellation in writing and returning all Cards cut in half. Cancellation of your Account will not affect your liability to us for credit we have extended to you or arising from any Card usage prior to Cancellation or thereafter.

**19. Authorization.** Purchases and Cash Advances above certain amounts require our approval. Our prior approval may be required in other circumstances as well. These approvals are called "Authorizations". We may limit the number of authorizations we will give your Account in one day. In the event our Authorization system is not fully operational, we may not be able to give our approval for transactions even though they would not exceed your Credit Limit. You agree that neither we nor our Authorization Agent shall be liable for not giving Authorizations in such cases.

**20. Telephone Calls.** In the regular course of business, we may monitor and record telephone conversations made or received by our employees or agents in regards to this Account. You agree that we will have such right with respect to all telephone conversations between you and/or our employees or agents whether initiated by you or any of our employees and/or agents.

**21. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign and/or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

**22. Governing Law.** Except to the extent it is governed by Federal laws, this Agreement and your Account with us are governed by the laws of the State of Missouri. If any part of this Agreement is unenforceable, this will not make any other part of this Agreement unenforceable.

**23. Copy Received.** You acknowledge receipt of a copy of this Agreement.

## YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

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

If you think your bill 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 bill. 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 business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## Lost or Stolen Cards...Call

Mazuma Credit Union (816) 361-4194 or  
toll free (888) 361-4194 during normal business hours.  
After hours, call (800) 991-4965.



## PRICING INFORMATION

INTEREST RATES AND INTEREST CHARGES	
Interest Rates and Interest Charges Annual Percentage Rate (APR) for Purchases and Cash Advances	9.90% to 18.9% based on your creditworthiness when the Card is issued
Penalty APR and When It Applies	NONE
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and convenience checks on the transaction date.
Minimum Interest Charge	NONE
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website for the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

FEES	
Transaction Fees *Cash Advance *Balance Transfer *Foreign Transactions	NONE NONE NONE
Penalty Fees *Late Payment  *Returned Payment *Over the Credit Limit	\$15 if the minimum payment amount is more than \$25, or \$5 if the minimum payment amount is \$25 or less \$15 NONE

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your credit card account agreement below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights.