

BayPort Credit Union Credit Card Agreement

MINIMUM PAYMENT: The minimum payment required is the new balance shown on your statement if the amount is equal to or less than \$ 20.00.

If the new balance exceeds \$ 20.00 the minimum payment is 2.00% of that portion of the new balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$ 20.00, whichever is greater, plus the entire portion of the new balance in excess of your credit limit plus any amount past due.

PERIODIC FINANCE CHARGE CALCULATION METHODS:

Method F: Average Daily Balance (including current transactions). To avoid incurring an additional finance charge on the beginning balance of cash advances (and purchases, if Method F is specified as applicable to purchase) reflected on your monthly statement, you must pay the beginning balance shown on your monthly statement on or before the payment due date. No grace period is provided for current cycle transactions. The finance charges for a billing cycle are computed by applying the monthly periodic rate to the "average daily balance" of cash advances (and if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G: Average Daily Balance (including current transactions). To avoid incurring an additional finance charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the new balance, shown on your monthly statement, on or before the payment due date. The grace period for the new balance of purchases extend to the payment due date. The finance charges for a billing cycle are computed by applying the monthly periodic rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

TERMS GOVERNING THE USE OF YOUR CARD: The person ("Cardholder") whose name is embossed on the face of the MasterCard ("Card") and each additional cardholder bearing the same account number, by signing or using said card, acknowledges and agrees with the issuer of the card to the following:

Goods and Services ("Credit Purchases") may be purchased or leased by means of such card by cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such credit purchase and bearing the account number of cardholder embossed on the face of such card. Additionally, MasterCard Cash Advances ("Loans") may be obtained through use of such card (a) upon execution of a written request of cardholder in a form furnished to cardholder from any financial institution that is a member, alone or in association with others, of MasterCard International, Inc. and (b) upon execution of a written separate agreement with issuer for a MasterCard overdraft financing agreement, if offered by issuer.

Cardholder shall be liable and agrees to pay issuer for credit purchases made by, or for loans extended to, cardholder or anyone else using such card unless the use of such card is by a person other than the cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all credit purchases and loans obtained through the use of any other card bearing cardholder's account number that has been issued to another person by reason of such person being a member of a cardholder's family, or

otherwise issued upon cardholder's request (all such cards bearing the MasterCard account number hereinafter collectively called "Related Cards").

Each card is the property of the issuer, is not transferable, and must be surrendered upon demand. It can be canceled as well as repossessed by issuer or its designee, and the privileges thereof revoked, at any time with prior notice.

Cardholder shall not use the card or permit the use of related card to obtain credit purchases or loans which will increase cardholder's indebtedness to issuer to an amount in excess of the limit established by issuer.

All credit purchases and loans are affected at the option of the seller and cash advancing financial institution, respectively, and issuer shall not be responsible for refusal by any seller or cash advancing financial institution to honor the card or any related card. Any refund, adjustment or credit allowed by seller shall not be by cash but rather by a credit advice to issuer which shall be shown as a credit on cardholder's account statement by issuer.

Issuer will send to cardholder, a statement reflecting for the prior monthly period all MasterCard Card and Related Card transactions. Such statement shall be deemed correct and accepted by cardholder and all holders of related card unless issuer is notified to the contrary in writing within 60 days of mailing of such statement cardholder will pay such statement by remitting to issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at cardholder's option, an installment equal to at least the required minimum payment.

Interest on loans and credit purchases will be charged in accordance with the finance charge calculation. The rate of interest shall be established by issuer from time to time, but shall never exceed the maximum rate permitted by law.

If the card is canceled or surrender is demanded by the issuer, or if cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against cardholder or his property, issuer may elect to declare all amounts then owed to issuer to be immediately due and payable without notice or demand of any kind. If cardholder has other loans from issuer, or takes out other loans with issuer in the future, collateral securing those loans will also secure the cardholder's obligations under this agreement. However, unless the cardholder expressly agrees otherwise, the cardholder's household goods and dwelling will not secure cardholder's obligations under this agreement even if issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by issuer in collection cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

This agreement may be amended from time to time by issuer by written notice mailed to cardholder at the cardholder's last known address.

Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matter's arising out of the issuance and use of the card shall be governed by the laws of the state in which the principal office of issuer is located.

Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.

If it is believed that the card has been lost or stolen or used in an unauthorized manner, the cardholder shall contact issuer **at once**, in order to minimize possible losses. In most cases, the cardholder will not be liable for any unauthorized transactions unless it is determined that the cardholder was grossly negligent or fraudulent in the handling of the card. Notification can be made orally or in writing at:

Credit Card Security Department
P O Box 30495
Tampa, Florida 33630

Telephone Number (727) 570-4881

Cardholder agrees that issuer, its agents or service companies may monitor and/or record any telephone communications with cardholder.

Payments must be made to issuer in U.S. dollars drawn on an U.S. financial institution. Issuer may accept checks marked "Payment in Full" or with words of similar effect without losing any of issuer's rights to collect the full balance of cardholder's account.

If cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. MasterCard's currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard, and the rate MasterCard uses for a particular transaction is a rate selected by MasterCard for the applicable currency on the date the transaction is processed, which may differ from the rate applicable on the date the transaction occurred or the date on which the transaction is posted to the cardholders account. Cardholder agrees to pay the converted amount to issuer in U.S. dollars plus a foreign transaction fee for the conversion and process imposed by issuer and MasterCard.

Issuer can reinvestigate and reevaluate any information cardholder provided on cardholder's credit application at any time, and in the course of doing so, issuer may ask cardholder for additional information, request credit bureaus reports and/or otherwise verify cardholder's current credit standing. Cardholder agrees that issuer may release information to others, such as credit bureaus, regarding the status and history of cardholder's account. However, issuer is not obligated to release any such information to anyone unless issuer is required by law to do so.

Cardholder agrees the cardholder's account shall be subject to all applicable rules and regulations of MasterCard International, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this agreement and the rules and regulations of MasterCard International, the rules and regulations of MasterCard International shall control.

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement:

If you think there is an error on your statement, write to us at:

Credit Card Security Department
P. O Box 30495
Tampa, Florida 33630

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: 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 business 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 (or electronically). 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.

What Will Happen After We Receive Your Letter?

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on 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:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these 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.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

Credit Card Security Department
P. O Box 30495
Tampa, Florida 33630

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.