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CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE



This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other account opening documents or any subsequent documents provided to you related to this account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "us," "our" and "ours" and "credit union" refers to Broadview Federal Credit Union (hereinafter "Broadview") with which this Agreement is made. "You," "your," and "yours" refers to each applicant and co-applicant for the account; any person responsible for paying the account; and anyone you authorize to use, access or service the account. "Card" means the Mastercard credit card and any other access devices, duplicates, renewals, or substitutions, Broadview issues to you. "Account" means the line of credit established by this Agreement and includes your card.

SECURITY INTEREST

You grant Broadview a security interest under the Uniform Commercial Code and under any common law rights Broadview may have in any goods you purchase.

If you give Broadview a specific pledge of shares by signing a separate Share Pledge Agreement Mastercard Credit Card, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until Broadview agrees to release all or part of the pledged amount.

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.

Unless otherwise prohibited by federal and/or state law, collateral securing other loans you have with Broadview may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other Agreement.

1. USING YOUR ACCOUNT — By using the account or keeping the card, you agree to the terms of this Agreement. You agree to use your account in accordance with this Agreement. Your account must only be used for lawful transactions. You may use your card to make purchases from merchants and others who accept your card. The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the credit union, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) Cash advances are limited to 20% of your established credit line, up to the amount of your available balance. If the credit union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers and money orders. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

2. CREDIT LIMIT — We may establish a credit limit as part of this Agreement, which you promise not to exceed. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on your account only by a method acceptable to Broadview. We may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason permitted by law.

3. REPAYMENT — You promise to repay all amounts you owe under this Agreement. Your promise to repay includes all transactions made to your account by you or anyone you authorize to use your account as well as all interest charges and fees. 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. For each billing period, you must pay at least the Minimum Payment Due by the Payment Due Date indicated on your statement.

The Minimum Payment Due is 2.00% of your total New Balance, or \$25.00, whichever is greater, plus any amount past due and any amount by which you have exceeded your applicable credit limit. If your total New Balance is less than \$25.00, then your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.

If you make extra or larger payments, you are still required to make at least the Minimum Payment Due each month your account has a balance (other than a credit balance). Broadview may delay replenishing your credit limit until the date the payment is posted or we confirm the payment has cleared. Your payment of the required Minimum Payment Due may be applied to what you owe Broadview in any manner we choose, as permitted by applicable law. If you make a payment in excess of the required Minimum Payment Due, Broadview will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

4. INTEREST AND FINANCE CHARGES — We will begin charging you interest on purchases on the date the transaction is posted to your account. We will begin charging you interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to your account, whichever is later (transaction date). However, we will not charge you any interest on new purchases if your

account had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid any additional finance charge on the balance of your account, you must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

How We Calculate Your Balance:

Interest charges on your account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type we take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives us the daily balance for each Transaction Type. Then, for each Transaction Type, we add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives us the "average daily balance" for each Transaction Type.

The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

5. FEES — In addition to the periodic rate, additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

Other Fees and Charges: You will be charged the following fees associated with the use of Your Card: (a) \$5.00 for each replacement Card You request; (b) \$2.00 for each statement copy You request; and (c) each time You request that We expedite the delivery of a Card or PIN, We will charge You a fee of \$20.00.

6. FOREIGN TRANSACTIONS — Purchases and cash advances made in a foreign currency, will be debited from your account in U.S. dollars. Mastercard will convert the transaction into U.S. dollars depending on whether you complete the transaction with a Mastercard or if the transaction is processed by a network operated or affiliated with Mastercard. For transactions processed through Mastercard, the exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market and selected by Mastercard or are government-mandated rates, where applicable. The rate Mastercard uses for a particular transaction is for the applicable currency on the day the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed. The exchange rate used to convert the transaction may differ from the rate Mastercard receives and may differ from the rate applicable on the date the transaction occurred or was posted to your account.

7. AUTHORIZATIONS — We do not guarantee authorization of a transaction, either by us or by a third party, even if you have sufficient credit available. You agree that we will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the account. You agree that we have no requirement to notify you of the specific reason we denied a transaction. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity, or we may close the account.

8. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS — If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your account information (such as card number or expiration date) changes, or your account is closed. However, if your card is replaced or your account information changes, you authorize us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your card. You authorize us to apply such recurring charges to your card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated account information (such as card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated account information to a merchant, please contact us.

9. PRAUTHORIZED CHARGES — We may suspend preauthorized recurring charges with merchants, if, for example, your card is lost or stolen, you default, or we change your account for any reason. If preauthorized recurring charges are suspended, you are responsible for making direct payment for such charges until you contact the merchant to reinstate recurring charges.

10. DEFAULT — You will be in default under this Agreement if you fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if you fail to comply with the terms of this Agreement or any other Agreement you have with us. You will also be in default if something happens that the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default, the credit union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the periodic 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 you default, we may close your account and require you to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on your Credit Card Application, you gave us a security interest in all individual or joint share and/or deposit accounts with Broadview and authorized us, if you defaulted, to apply the balance in these accounts to any amounts due. You agree we may rely on your agreement and authorization to, upon your default, apply any balance to any amounts due on your account.

11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at Customer Service, PO Box 31535, Tampa, FL 33631. World cardholders can call (855) 594-3246 to report the loss, theft, or unauthorized use of your card as well as for customer service. (If you are outside the United States, call collect at (727) 227-1428.) Other cardholders can call (866) 839-3485 to report the loss, theft, or unauthorized use of your card. (If you are outside the United States, call collect at (727) 570-4881.)

You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. You may, however, be liable for unauthorized use that occurs before your notice to us. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us, you will not be liable for any unauthorized transactions. In any case, your liability for unauthorized transactions will not exceed \$50.

12. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, Broadview may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to your existing account balance as well as to future transactions. You are also responsible for all transactions posted on your account after termination, unless the transactions were unauthorized. If this is a joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account.

Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents. Either you, your spouse or Broadview may terminate this Agreement at any time. Broadview may terminate this Agreement upon reevaluation of your creditworthiness, upon failure to satisfy the terms of this Agreement, or by our option with good cause, as permitted by law. You may terminate this Agreement at any time by giving us written notice at our address listed on this Agreement. However, termination by you, your spouse or Broadview will not affect your obligation to pay the account balance plus any finance and other charges you or your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The card or cards you receive remain the property of Broadview and you must recover and surrender to Broadview all cards upon request or upon termination of this Agreement whether by you or Broadview.

Residents of all other states. Either you or Broadview may terminate this Agreement at any time. Broadview may terminate this Agreement upon reevaluation of your creditworthiness, upon failure to satisfy the terms of this Agreement, or by our option with good cause, as permitted by law. You may terminate this Agreement at any time by giving us written notice at our address listed on this Agreement. However, termination by you or Broadview will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The card or cards you receive remain the property of Broadview and you must recover and surrender to Broadview all cards upon request or upon termination of this Agreement whether by you or Broadview.

13. 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 notice 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 we may, at our sole discretion, issue you a new account number and a new card. If you request your account to be closed, we will close your account and you may apply for a new account.

14. CREDIT REPORTS — You authorize Broadview to obtain credit reports and any other information we may need to verify your identity and use of the account when opening your account and for any update, increase, renewal, extension, collection or review of your account. You authorize Broadview to disclose information regarding your account to credit bureaus, merchants and creditors who inquire about your credit standing.

15. JOINT ACCOUNTS — If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that Broadview can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make transactions on the account individually. Any one of you may terminate the account and the termination will be effective as to all of you.

16. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

17. SEVERABILITY AND FINAL EXPRESSION — This Agreement is the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by evidence of any alleged verbal Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

18. ILLEGAL TRANSACTIONS PROHIBITED — You agree that you will not use your card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

19. APPLICABLE LAW — The terms and enforcement of this Agreement shall be governed by federal law and the law of New York.

20. ENFORCING THIS AGREEMENT — We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

21. COLLECTION COSTS — If we refer collection of your account to a lawyer who is not our salaried employee, you are liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

22. ASSIGNMENT — We may assign any or all of our rights and obligations under this Agreement to a third party.

23. CALIFORNIA RESIDENTS — A married applicant may apply for a separate account. Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

24. FLORIDA RESIDENTS — You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

25. MISSOURI RESIDENTS — Verbal Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any Agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between us, except as we may later agree in writing to modify it.

26. MARYLAND RESIDENTS — To the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

27. NEW YORK RESIDENTS — We may obtain a credit report in connection with this account, including for any review, modification, renewal or collections associated with this account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. The New York State Department of Financial Services may be contacted at (800) 342-3736 or www.dfs.ny.gov.

28. OHIO RESIDENTS — The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

29. SOUTH DAKOTA RESIDENTS — If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at (605) 773-3421.

30. WISCONSIN RESIDENTS — If you are married, please contact us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened an account for you.

31. NOTICE TO UTAH BORROWERS — This written Agreement is a final expression of the Agreement between you and Broadview. This written Agreement may not be contradicted by evidence of any verbal Agreement. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

32. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

MASTERCARD IS A REGISTERED TRADEMARK, AND THE CIRCLES DESIGN IS A TRADEMARK OF
MASTERCARD INTERNATIONAL INCORPORATED.

Your Billing Rights: Keep this Document for Future Use

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:

Customer Service
PO Box 31535
Tampa, FL 33631

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 three 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**. 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 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** at:

Customer Service
PO Box 31535
Tampa, FL 33631

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.