(**B**) Broadview

700 Patroon Creek Blvd., Albany, NY 12206 800-727-3328 www.broadviewfcu.com

BROADVIEW HOME EQUITY MASTERCARD® DISCLOSURE

1. DISCLOSURE AND AGREEMENT - By applying to Broadview, the credit union, for the issuance of a Broadview Home Equity MasterCard, you, the cardholder(s), request the credit union to issue a card to be used to access the funds in your Home Equity Line of Credit, subject to the terms of the agreement(s) for your loan and the additional terms of this supplemental agreement. The credit union, upon application and acceptance, will issue you a Broadview Home Equity MasterCard and you, the cardholder(s), agree to the rules and provisions applicable to the card and its use. If, after receiving the card, you choose not to use it, destroy the card. TO PREVENT FRAUDULENT USE OF THE CARD BE SURE TO SIGN YOUR CARD. The credit union may, at any time and without notice to the cardholder(s), permit additional types of transactions to be performed through the use of the card. In the event any transaction types that could be performed through the use of the card are eliminated or if changes are made to the limitations applicable to any type of transaction, proper notice will be provided as required by law.

2. BROADVIEW HOME EQUITY MASTERCARD ACCESS - We may authorize you to obtain credit advances by using your card. You may use the card to obtain cash advances and make purchases under this plan. The card(s) issued to you will remain the property of the credit union. You may surrender it at any time and you must surrender it upon our request. You are responsible for charges made by anyone else to whom you gave the card and this responsibility continues until the card is recovered.

3. TRANSACTION LIMITATIONS - There is no minimum amount required for advances with the card.

• The maximum **aggregate** daily withdrawal/transaction limitation for cash advances and signature-authorized purchases is \$10,000.

• The maximum daily withdrawal/transaction limitation for all signatureauthorized purchases performed at a merchant, including recurring payments and Internet/phone/mobile wallet purchases is \$10,000 or the available balance left on the aggregate daily balance, whichever is less.

• The maximum daily withdrawal/transaction limitation for all over-thecounter MasterCard cash advances performed wherever Mastercard is accepted is \$5,000 or the available balance left on the aggregate daily balance, whichever is less.

• Under no circumstances may you exceed the available balance of your Home Equity Line of Credit.

4. CONVERTING CHARGES MADE IN A FOREIGN CURRENCY – Transactions including purchases, withdrawals, and cash advances made in foreign currencies will be debited from your account in U.S. dollars. Returns or other credits made in foreign currencies will be credited to your account in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued debit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to U.S. dollars using its currency conversion procedure. Mastercard uses either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. A fee of 1% of the amount of the

transaction, calculated in U.S. dollars, will be imposed on all foreign currency conversions.

5. RETURNS AND ADJUSTMENTS - Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by initiating a credit to us, 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. If the credit is (one) \$1 or more, we will refund it upon your written request or automatically within six (6) months.

6. LOST CARD NOTIFICATION - If your Broadview Home Equity Mastercard is lost or stolen, call Broadview immediately at 800-727- 3328. Assistance is available 24-hours a day. You may also notify the credit union in writing at Broadview, P.O. Box 12189, Albany, NY 12212. The prompt reporting of a lost or stolen card may limit the

amount of your liability for unauthorized transactions. (See below).

7. LIABILITY FOR UNAUTHORIZED USE - You agree to notify us immediately in the event of loss, theft, or unauthorized use of your card. Contact us in writing at Broadview, P.O. Box 12189, Albany, NY 12212 or by calling us at 800-727-3328. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

8. MERCHANT DISPUTES - We are not responsible for the refusal of any merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, 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 and was made from a merchant in your state or within 100 miles of your home. You must resolve any other disputes with the merchant.

9. REPLACEMENT CARD FEE - There is a fee for each replacement card as disclosed in the Home Equity Addendum.

10. ILLEGAL TRANSACTIONS - The credit union prohibits the use of your card for any transaction that is illegal under applicable federal, state, or local law. Use of your card for any unlawful transaction may cause us to terminate your card. Use of your card to initiate any type of unlawful electronic gambling transaction through the Internet is prohibited and may be rejected. Display of a payment card logo by an online merchant does not mean that Internet gambling or other transactions are legal in the jurisdiction in which you are located. You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the credit union harmless for any suits, liability, damages, or adverse action of any kind that result directly or indirectly from such illegal use.