



315 Croghan Street
Fremont, OH 43420-8208
Telephone: 419-334-4434
Fax: 419-334-7883

Date:

Member Number:

MASTERCARD® DISCLOSURE

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means a MasterCard® credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your MasterCard® credit card line of credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. Using the MasterCard Card. You may use your Card to make purchases from merchants and others who accept MasterCard® Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept MasterCard® Cards, and from some automated teller machines (ATMs), such as the MasterCard® ATM Network, that accept MasterCard® Cards. (Not all ATMs accept MasterCard® Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or in any other manner. We may deny authorization for any Internet gambling transactions.

3. Responsibility. You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 22 also applies to your Account.

4. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent or are unable to pay your obligations when they become due. You will be in default if you are in default on any other loan/debt that you have with this Credit Union. You will be in default if you make any false or misleading statements in any credit application or credit update.

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 your shares and deposits pledged as security for your Account may be applied towards what you owe.

5. Liability for Unauthorized Use-Lost/Stolen Card Notification. You will not be liable for any unauthorized transactions using your MasterCard® Classic Credit Card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) and, upon becoming aware of such a loss or theft, you PROMPTLY report the loss or theft to us at (800) 299-9842 Monday through Friday, (866) 604-0381 twenty-four (24) hours a day, seven (7) days a week or (419) 334-4434 Monday, Tuesday, Friday 8:30 A.M. to 5:00 P.M., Wednesday and Saturday 8:30 A.M. to 12:00 P.M. and Thursday 8:30 A.M. to 6:00 P.M. or write to us at: or in writing at 315 Croghan Street, Fremont, OH 43420 IMMEDIATELY !!! This zero liability rule will apply to all transactions conducted with a MasterCard branded card, including PIN-based transactions at Point of Sale and ATM, as long as the cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and, upon becoming aware of any such loss or theft, PROMPTLY reports that loss or theft to this Credit Union. **DO NOT USE YOUR ACCOUNT AFTER YOU NOTIFY US.** We may end your credit privileges and close your Account if we consider it appropriate.

If any of the above conditions in this Section 5 are NOT met, if you tell us within two (2) business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), MasterCard® Card or your PIN(s) has been accessed without your permission, you can lose no more than \$50.00 for unauthorized transactions.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you furnish another person with your MasterCard® Credit Card and PIN, any operable Code or access code, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

6. Security Interest. As a condition of us granting you credit under this agreement you hereby agree to grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this MasterCard® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also agree to grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement.

7. Finance Charges. For MasterCard® cards, each purchase and cash advance will be subject to a fixed rate. The **ANNUAL PERCENTAGE RATE** will be **13.92%**, which correspond to a monthly periodic rate of 1.1600%.

New Purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you 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; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of the purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

8. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance).

9. Late Fee & Warning. Your payment must be received by the due date to be considered on time. The late fee amount that will be charged on payments received after the due date must also be disclosed. The late fee may be up to \$39 which will be added to your account if we do not receive at least the minimum payment due by the due date specified on your monthly statement. If you pay late and then pay late again in any of the next six consecutive billing periods the late payment fee may be up to \$39 until you have paid your Minimum Payment when due for six consecutive billing periods. The late payment fee cannot be greater than the Minimum Payment due for the billing period for which your payment was late. We add any late fee to the balance due on your Account. There is no grace period after the due date. The credit union may not treat any payment as late (i.e., we may not charge a late payment fee) unless your periodic statement is mailed or delivered at least 21 days before the payment due date.

10. Other Charges. You may be charged fees for collection of this account, including, but not limited to, reasonable attorney fees of twenty-five (25%) percent of the unpaid balance due charged to the Credit Union by an attorney who is not employed solely by this Credit Union, plus any collection costs, including Court costs, if required. Interest will continue to accrue during the course of collection, until paid in full, with all interest, fees and costs assessed. **Annual Fees:** There is no annual fee. **Cash Advance Fee:** There is no cash advance fees. **Balance Transfer Fee:** There is no transfer fee. **Lost Credit Card(s):** There may be a \$10 charge for each replacement card that is issued to you for any reason. **Returned Check Fee(s):** If you make a payment on this account by check, share draft or other method of payment that is returned for non-payment or insufficient funds, your account may be assessed a fee of up to \$25.00 for the returned item, or a fee up to the minimum payment due, whichever is less, in addition to any other collection fees or charges that may be assessed to your account, including reasonable attorney fees. **Rush Fee:** If you request a card rushed to you, you may be assessed a \$25.00 fee. **Replacement Statement Fee:** You will receive monthly statements for each billing cycle that there is activity on your account. If you lose your statement and request an additional copy, a fee of \$2.00 may be assessed to your account for each copy or cycle period requested. **Merchant Sales Draft/Document Copy Fee:** If you request a copy of a merchant's sales draft or receipt, you may be assessed a fee of \$10.00 for each document requested. **ATM Withdrawal Fee:** There is no ATM fee.

11. Changing Terms of Your Account - Rules Regarding Rates, Fees, and Limits. The Credit Union may change the terms of this Agreement from time to time by sending Notice of any significant negative change to you no less than 45 days before we increase your interest rate; change certain fees (such as annual fees, cash advance fees, and late fees) that apply to your account; or make other significant changes to the terms of your card.

The Credit Union does **not** have to send you a 45-day advance notice if:

- An increased APR, that will apply after a disclosed period of time, was disclosed at account opening;
- An increase in a variable APR as a result of the operation of an index;
- An increase in an APR due to the completion of a workout arrangement or failure to comply with a workout arrangement; or
- A minimum payment is more than 60 days late, and the credit union provides a 45-day advance notice of the increased APR.

Increased rates apply only to new charges. If the credit union does raise your interest rate after the first year, the new rate will apply only to new charges you make, unless your minimum payment is 60 or more days late. If you have a balance, your old interest rate will apply to that balance, unless your minimum payment is 60 or more days late.

OPT-OUT. If this credit union is going to make changes to the terms of your card, we will give you the option to cancel the card before certain fee increases take effect. If you take that option, however, your credit card will be closed.

12. New Accounts. Your credit card interest rate will not increase for the first 12 months after you open an account. After that, you will be sent a notice of rate increases at least 45 days before the change.

13. Protections for Underage Consumers. If you are under 21, you will need a cosigner, in order to open a credit card account. If you are under age 21 and have a card with a cosigner and want an increase in the credit limit, your cosigner must agree in writing to the increase.

14. The CARD Act applies to this Credit Card Agreement. The Card Act provides restrictions on changes to your interest rate and changes to the account terms. The CARD Act does not place a limit on interest rates and fees.

15. Terminating Your Account. Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether you or the Credit Union terminate it. If this is a joint Account, Section 22 of this Agreement also applies to termination of the Account.

16. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

17. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip that will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

18. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

19. Foreign Transaction Currency Conversion. 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 day 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.

Foreign transactions are subject to a fee, of up to 2% of the transaction amount for conversion and/or processing, and include any transaction where the merchant country is different than the country of the card issuer, regardless of whether currency conversion is performed.

20. Merchant Disputes. The credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider (unless a local law states that you do not have to make such an attempt), and (b) your purchase cost more than \$50 and was made in your home state or within 100 miles of your home. These limits do not apply if we own or operate the merchant or, if we mailed you the advertisement for the services or product purchased.

21. Minimum Payment Warning. If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

22. Joint Accounts. If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union 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 purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

23. Effect of Agreement. This Agreement is the contract that 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.

24. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

25. Statements and Other Notices. Statements will be sent to you no less than 21 days before a payment is due. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all authorized users of this account. You promise to inform us if you change your mailing address and we may rely upon the last address that you provided to us for purposes of sending notices to you concerning this account.

26. Governing Law. This Agreement is governed solely by the laws of the State of Ohio and all extensions of credit and finance charges, including other charges assessed, are governed by the laws of the State of Ohio and federal law, as applicable.

27. Copy Received. You acknowledge that you have received a copy of this Agreement.

28. Cross Collateralization. You hereby grant a security interest to the Credit Union in all assets and collateral separately pledged to the Credit Union as collateral for any loan you may now or may have in the future with this Credit Union. It is the intention of this grant to provide for cross-collateralization to further secure the payment of this MasterCard® Card and all other indebtedness to the Credit Union now owed or hereafter owed by you pursuant to this Agreement. **Remedies:** When you are in default, Credit Union has the right to take possession of the Collateral (**including property that you have pledged as security for any other loan with the Credit Union**) wherever found, without advance notice to you, or court process if the taking can be made in accordance with applicable law. In the event of such a taking of possession, you and Credit Union have the rights and duties concerning the Collateral, and otherwise, as provided by law or this Security Agreement. You promise to assemble the Collateral and deliver it to Credit Union at a reasonable and convenient time and place. After taking possession of the Collateral, the Credit Union can sell it and apply the net proceeds to any amount you owe it. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Credit Union will give you "reasonable notice" of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Collateral will be made. You agree that mailing of a written notice to you at least 5 days before the sale or disposition is "reasonable notice". Expenses of retaking, holding, preparing for sale, selling and the like, if paid by Credit Union, are secured by the Collateral according to the terms of this Security Agreement and include, to the extent permitted by law, reasonable attorney fees and expenses. You agree that Credit Union may, in taking the Collateral, take possession of any personal property in the Collateral. Credit Union will hold such personal property for 5 days after the taking. If you do not claim it within that time, you authorize Credit Union to treat it as abandoned.

29. Pledge of Shares & Savings/Statutory Lien Notice. If you are in default on a financial obligation to Fremont Federal Credit Union, Federal Law gives us the right to apply member shares, dividends and deposits in your account(s) at the time of default to satisfy the obligation. When you default we may exercise the right without further notification to you. Further, we may impress shares of any member who is a responsible party on a financial obligation in default at the credit union.

You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this MasterCard® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this MasterCard® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

Applicant Initials

Co-Applicant Initials

30. Signatures. By signing in the Signature area of the application form that was attached to this agreement when you received it, you agree to the terms of this Agreement.

31. Business Days. Our business days are Monday – Friday, excluding holidays. All transactions initiated after 5:00 pm are considered the next business day's transactions.

32. Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

YOUR BILLING RIGHTS - Keep This Notice For Future Use

This notice tells you 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 the address listed on your statement.

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**. 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* at the address listed on your statement.

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.

Account Opening Disclosure

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.92% non-variable rate.
APR for Balance Transfers	13.92% non-variable rate.
APR for Cash Advances	13.92% non-variable rate.
How to Avoid Paying Interest on Purchases	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.
Minimum Interest Charge	If you are charged interest, there is no minimum interest charge.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees	
• Foreign Transaction	up to 2% of each currency transaction in U.S. dollars
Penalty Fees	
• Late Payment	May be up to \$39
• Returned Check Fee	May be up to \$25
• Over limit Fee	None

How we will calculate your balance: We use the method called “average daily balance (including new purchases).”

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Other Disclosures

Late Payment:	\$39 or the amount of the required minimum payment, whichever is less, if you are late in making your payment by the payment due date disclosed on your billing statement.
Returned Check Fee:	\$25 or the amount of the required minimum payment, whichever is less.
Card Replacement Fee:	\$10
Rush Fee:	\$50
Statement Fee:	\$2
Document Copy Fee:	\$10