

## BUSINESS VISA DISCLOSURE AND CARDHOLDER AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for purchases and balance transfers	
Business Visa Platinum	<b>14.25%</b> Variable <sup>1</sup>
Rewards Business Visa Platinum	<b>16.25%</b> Variable <sup>1</sup>
Annual Percentage Rate (APR) for cash advances <sup>2</sup>	<b>17.9%</b>
Annual Percentage Rate (APR) past due balance: late more than 60 days	<b>18.0%</b> on all balances <sup>3</sup>
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 interest on new purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
Minimum Interest Charge	None
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	None
Balance Transfer Fee	None
Late Fee	Up to \$25
Foreign Transaction Fee	1% of the transaction amount.
Over Limit Fee	None

**How we will calculate your balance:** We will use a method called "average daily balance (including new purchases)".

Applications are subject to credit approval. Your rate and credit limit will be determined by individual credit worthiness including income, debt ratio, employment and credit history. Must be 18 years of age to qualify. Verification of income may be required.

Variable Rate calculations: Business Visa Platinum prime plus 6.5%, Rewards Business Visa Platinum prime plus 8.5%.

Membership account required. Must have an open savings account that carries a \$1.00 minimum balance.

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

Loan/Card type replacement: At any time if you request we change your loan/card type, your updated interest rate will not apply to your balance until the following month. Your updated interest rate will apply to the full existing balance of any existing balance transfers and any purchases not paid in full by the applicable billing cycle.

Card benefits: All card types receive Verified by Visa. Rewards cards may earn 1½ reward points for every \$1 spent. See full Program Rules on <https://www.macu.com/Loans/Credit-Cards/Rewards-Credit-Cards/Terms>.

<sup>1</sup>Variable Rate Information: The Annual Percentage Rate may increase or decrease when the Prime Rate Index "PRI" increases or decreases. The Prime Rate Index is the highest prime rate published in the Wall Street Journal on the last business day of each month. If this index is no longer available, the credit union will choose a new index which is comparable to the index described herein.

<sup>2</sup>Applies to new and existing cash advance balances.

<sup>3</sup>The Past Due Balance APR is effective with the next billing cycle after the billing cycle during which the Card account became 60 days past due. The standard APR will be restored after 6 (six) consecutive billing cycles of on-time minimum payments.

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This agreement covers your VISA. In this Agreement the words “you” and “your” mean any user of the card or cards previously indicated. “We,” “our” and “us” mean Mountain America Credit Union (“the Credit Union”). You agree that if you sign, request, use or permit others to sign or use any of the cards issued by Mountain America Credit Union that you have agreed to all of the following terms. “APR” means Annual Percentage Rate. “Account” means the relationship established between you and Mountain America Credit Union. “Card” means VISA Platinum Credit Card, or any other access devices we give you to access your account. “PRI” means Prime Rate Index.

You may use your account to buy goods and services any place your card is honored. You may also use your account to get cash advances. You agree to all procedures required by us or any merchant which honors your card as well as all terms on your card. **You agree to use your account for business-related purposes. You agree not to use your account for any transaction that is primarily for personal, family or household purposes.** Any plural term used in this Agreement shall be deemed singular if context and construction so require. Any singular term used in this Agreement shall be deemed plural if context and construction so require.

**1. CREDIT LIMIT.** From time to time we may modify the maximum credit limit established for all extensions on your account. You agree to keep the total of purchases made on your account within that limit. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time without notice.

**2. CARDHOLDER SIGNATURE.** Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

**3. PAYMENTS.** Payments will be credited the same day as received, except as provided herein. In some cases, available credit may be delayed until the payment is verified. We will accept late or partial payments without forfeiting any of the Credit Union’s rights under this Agreement. Payments mailed to Mountain America Credit Union at PO Box 2331, Sandy, UT 84091 (the “Payment Address”), and received on a business day prior to 5:00 pm MT will be credited to your account as of that date. Mailed payments delivered to the Payment Address after 5:00 pm MT and/or on weekends or holidays will be received and credited to your account the following business day. Crediting to your account may be delayed if payment is received by mail at any address other than the Payment Address.

**4. FOREIGN TRANSACTION/INTERNATIONAL SERVICE ASSESSMENT FEE (ISA FEE).** Non-U.S. dollar transactions made in foreign countries (a.k.a. multi-currency transactions) or with merchants located, or processing transactions, in foreign countries (including online transactions, even if they are initiated in the United States) will be billed to you in U.S. dollars. Conversion to U.S. dollars is determined by a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

US dollar transactions made in foreign countries (a.k.a. single currency transactions) or with merchants located, or processing transactions, in foreign countries (including online transactions, even if they are initiated in the United States) will be billed to you in US dollars.

You will be charged an ISA fee of 1% of the transaction amount for all card transactions made in or with merchants located, or processing transactions, in foreign countries (including online transactions, even if they are initiated in the United States). The ISA fee will appear as a separate line on your statement for each applicable transaction.

Transactions conducted in a U.S. Territory, on a U.S. military base, or within a U.S. Embassy or Consulate will not incur an ISA fee. Credit Vouchers (also known as returns) and Cash Reversals are not subject to a foreign transaction fee or ISA fee.

**5. COMPUTATION OF THE PRIME RATE INDEX (PRI).** The **Annual Percentage Rate (APR)** applied on your account is tied to the “PRI.” The “PRI” is the highest prime rate published in the Wall Street Journal on the last business day of each month. If this index is no longer available, the credit union will choose a new index which is comparable to the index described herein. The interest rates may change on the first of every month.

**6. PROMISE TO PAY.** You promise to pay us all amounts borrowed by you, your co-applicant and/or authorized user under this Agreement, using your credit card or any other access device provided, plus any **finance charge** or other amounts due both before and after judgment. You agree to pay us on or before the due date shown on your monthly statement. Each month we will send you a statement showing any purchases, balance transfers, advances, or credits made on your account during that billing cycle and your new balance, and the date it is due.

**Business Visa Credit:** You may pay in full for all your purchases, balance transfers and advances each month or you may make the periodic minimum payment of 2.5% of the unpaid balance or \$15.00, whichever is greater. Balances under \$15.00 must be paid in full. You must pay the “Minimum Payment” due as shown on your statement, which shall include the minimum payment due on your new balance plus any amounts past due, plus any amount over your credit limit. If you exceed your credit limit the excess will be shown on your statement as “Amount Over Credit Limit.” When you make a payment, generally, we first apply your minimum payment to all interest owed on your monthly statement. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. We apply payments to balances as they appear on your monthly statement before being applied to new transactions. If you do not pay your balance in full each month by the statement due date, you may not be able to avoid interest charges on new purchases.

**7. BALANCE DUE.** If you miss a payment or if you break any other promise you have made under this Agreement, we may declare your entire balance due and payable at once without notice or demand. We may also do this if you have made any misrepresentation in applying for credit or if anything happens that indicates to us that you may be unable or unwilling to repay your loan.

**8. BALANCE COMPUTATION METHOD. Business Visa Credit Balance Computation Method: Average Daily Balance including New Purchases.** The balance subject to **finance charge** is identified on your monthly statement as “Balance Transfer Average Daily Balance”, “Cash Advance Average Daily Balance” and “Purchases Average Daily Balance.” We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the Balance Transfer Average Daily Balance, we take the beginning balance of your account each day, add new balance transfers and other debits, and subtract payments or credits. To get the Cash Advance Average Daily Balance, we take the beginning balance of your account each day, add new advances and other debits, and subtract payments or credits. To get the Purchases Average Daily Balance, we take the

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beginning balance each day, add new purchases and other debits, and subtract payments or credits. 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. This gives us the “average daily balance”.

**9. LIABILITY.** If the card is issued to you and others on a joint application, each use of the card shall be an extension of credit to all, and each of you shall be jointly and severally liable. If you allow anyone to use your card, you will be liable for all credit extended to him/her.

**10. USE OF CARD FOR ILLEGAL OR RISKY TRANSACTIONS.** It is your responsibility to comply with all laws when using your Mountain America Credit Union credit card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

**11. LIABILITY FOR UNAUTHORIZED USE.** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us or call us immediately at the address or telephone number included in this agreement. You may also contact us on the Web at [macu.com](http://macu.com). You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

**12. AUTHORIZED CARDHOLDERS.** Mountain America may permit account holders to add Authorized Cardholders to an account upon request. The account holder assumes any responsibility or liability for any transactions that the Authorized Cardholder may initiate. Authorized cardholders will be given a card associated with the account holder's account. The use of authorized cards may not be for payroll purposes. Authorized cardholders shall not be permitted to withdraw funds directly from the teller line. It is understood by the account holder that funds may be accessed by Authorized Cardholders through use of the card; however, the funds will remain under the ownership of the share account holder.

**13. LOST/REPLACEMENT CARD.** You agree to promptly notify us orally or in writing if your card or card number is lost or stolen. You may notify us of the loss by sending a written notice or calling us at the address or telephone number listed on each billing statement. A \$5.00 fee may be assessed for each replacement card.

**14. LATE FEE.** We may assess a late fee if your “Minimum Payment Due” is not made by the 10th day following your payment due date. This fee will be \$15.00 on balances up to \$999.99, \$20.00 on balances of \$1000 up to \$1999.99, and \$25.00 on balances of \$2000.00 and over.

**15. AUTOMATED TELLER MACHINE (ATM) FEE.** A transaction fee may be assessed on your account when you use your card to access information or make any transaction on your Credit Union account(s). This fee is in addition to any other surcharge or transaction fees initiated by the proprietary ATM owner.

**16. ANNUAL CARD FEE.** No annual card fee.

**17. OVER LIMIT CHARGE.** No over limit charge.

**18. CASH ADVANCE FEE.** No cash advance fee.

**19. COLLECTION COSTS.** If we are forced to take collection action, you agree to pay all court costs and collection fees, including our reasonable attorney's fees and costs on appeal. If this account is assigned to an outside agency for collections, you agree to pay all attorneys' fees, court cost, and a collection charge of 30% of the outstanding balance at the time it is sent to collections, which will be added to the outstanding balance of your account.

**20. CANCELLATION OF THIS AGREEMENT.** You agree that the card(s) you have is our property and that we may terminate this Agreement if you break any of your promises or you are in default under this Agreement. The card(s) must be surrendered under the Credit Union's request or termination of this account.

**21. 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 the address in this agreement or visit [macu.com/contact-us](http://macu.com/contact-us).

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. Notification must be submitted by either the member or a Credit Union service representative to further investigate a claim.

### ***What Will Happen After We Receive Your Letter/Correspondence***

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.

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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, as 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 the address in this agreement or at [macu.com/contact-us](http://macu.com/contact-us).

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.

**22. CHANGES IN THE AGREEMENT.** By your signature on your card or the signature of any authorized user, you agree that we may change, according to law, the terms of this Agreement. These changes will apply to your new purchases, balance transfers and advances and to your outstanding balance. These changes may include, but are not limited to, any change in **finance charge**. We will mail notice of such change to you at your address shown on our records.

We may make changes in this Agreement, but we will notify you of such changes. Unless you terminate your right to participate within 45 days after the date of our notice by writing us at the address given in this disclosure, you agree to abide by this Agreement as changed.

### **23. MOBILE CARD USE.**

**PLEASE READ BELOW BEFORE ACTIVATING OR USING YOUR MOBILE CARD.** BY ACTIVATING AND/OR USING YOUR MOBILE CARD, YOU ACCEPT AND AGREE TO THE TERMS BELOW AND ARE BOUND TO THE TERMS OF USE.

- a. If you choose to use your card in conjunction with a mobile card application ("Mobile Card Application"), including but not limited to, Apple Pay application, Google Wallet application, or any other similar or competitive applications or mobile feature, you are solely responsible for the safety and protection of all log-ins, passwords, or any other required element related to the use of such Mobile Card Applications. It is your responsibility to contact the Credit Union and notify us of any potential compromise. Any fee for creating or using your Mobile Card will be your responsibility, including fees for data usage or text messaging imposed by your wireless carrier) and will be subject to any Third Party Agreement between the parties.
- b. In addition to the terms herein, you may have entered into an agreement with the Mobile Card Application provider (such as Apple or Google), your wireless carrier, and/or other third parties, with their own terms and conditions and privacy policies ("Third Party Agreements"). Those Third Party Agreements are between you and third party and do not concern your relationship with the Credit Union. We strongly encourage you to read all such Third Party Agreements.
- c. If additional verification is required to add your card to a digital wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply. One message per user. Message and Data Rates May Apply. HELP instructions: Text HELP to 91098. STOP instructions: Text STOP to 91098 to cancel.

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- d. Purchases or other transactions you make with any of your Mobile Card are governed by the Visa Disclosure and Cardholder Agreement for the card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Cardholder Agreement referenced above, or otherwise under applicable law.
- e. The Credit Union is not responsible for technical support or assistance for any third party hardware, software or other products or services (including any Apple Payment Service or your device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.
- f. We reserve the right for any reason to discontinue offering or supporting any Mobile Card. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate these Terms of Use or any of your Credit Union agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Mobile Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.
- g. As a condition to activating and using Mobile Cards, you consent to receive messages (i.e., SMS, MMS) from us. You also agree to receive communications from us by e-mail to the e-mail address on file for the relevant card account.
- h. A MOBILE CARD IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. MOUNTAIN AMERICA CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU. You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card on your device solely in accordance with these Terms of Use. You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice.
- i. **DISCLAIMER OF WARRANTIES.** USE OF A MOBILE CARD IS AT YOUR RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY MOBILE CARD IS PROVIDED TO YOU "AS IS", AND THE CREDIT UNION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY. WE ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD. USE OF A MOBILE CARD INVOLVES THE TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. WE DO NOT CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE PRIVACY OR SECURITY OF THESE TRANSMISSIONS. YOUR DEVICE'S BROWSER IS PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH APPLICABLE THIRD PARTIES FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. THIS SECTION 23(I) SHALL SURVIVE ANY TERMINATION OF THESE TERMS OF USE.
- j. **RELEASE OF LIABILITY.** ALERTS SENT VIA SMS MAY NOT BE DELIVERED TO YOU IF YOUR PHONE IS NOT IN THE RANGE OF A TRANSMISSION SITE, OR IF SUFFICIENT NETWORK CAPACITY IS NOT AVAILABLE AT A PARTICULAR TIME. EVEN WITHIN COVERAGE, FACTORS BEYOND THE CONTROL OF THE CARRIER MAY INTERFERE WITH MESSAGE DELIVERY FOR WHICH THE CARRIER IS NOT RESPONSIBLE.
- k. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 23(K) SHALL SURVIVE ANY TERMINATION OF THESE TERMS OF USE.