

assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so. You consent and agree in advance to these terms and conditions.

26. Enforcement - We do not lose our rights under this or any related agreement if we delay enforcing them. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

27. Governing Law - This Agreement shall be construed under federal law and state law in the state in which we are primarily located, and the venue shall be located in the county and state in which we are primarily located. Operating regulations of MasterCard may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms.

28. Binding Arbitration- Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration unless prohibited by law. You further agree that any such arbitration shall take place in Mobile County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator’s fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the dependency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. You further agree that you are waiving the right to trial by jury and to participate in a class action.

YOUR BILLING RIGHTS (Keep This Notice for Future Use)

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate piece of paper) at the address listed on the bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- 1. Your name and account number.
- 2. The dollar amount of the suspected error.

3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive you letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn’t make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don’t follow these rules, we can’t collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of the property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more that \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

TBFCU

01/01/2024



**MASTERCARD CREDIT CARD
AGREEMENT & DISCLOSURE**

56777-30-2

This agreement and disclosure statement contains the terms and disclosures that apply to the MasterCard Credit Card account with Tampa Bay Federal Credit Union. In this agreement “you,” and “your,” “Borrower” and “Co-borrower” refers to and includes, where appropriate, all persons who are issued a card or authorized to use the card. “Credit Union,” “we,” “our,” or “us” refers to Tampa Bay Federal Credit Union. By using the card you accept all terms and conditions of this agreement. Please refer to your Universal Account Agreement for other terms or conditions that may apply.

1. Eligibility - You must be a member in “good standing” with the Credit Union to be eligible for this credit card. A member in “good standing” means: (A) Maintaining a minimum \$5.00 share account balance and all accounts must have a positive balance and, (B) Keeping all loan and credit card accounts with us current. If you are not a member in “good standing”, we reserve the right to terminate the use of the card.

2. Account Credit Limit - We will provide you with notification of your credit limit. You are responsible for keeping track of your account balance (including fees and **FINANCE CHARGES**) and to ensure that you do not exceed the credit limit of your account. Occasionally, we may, but we are not required to, authorize a charge over the limit of your account without imposing an over the limit fee. If your billing statement indicates that your limit has been exceeded, you will be required to cover the excess over the limit in additional to the required current payment due by the payment due date. You agree the Credit Union can change your limit at any time. We may reevaluate your financial condition if you request a higher credit limit, or at any other time, and this may include obtaining a credit bureau report, and/or asking for current financial information.

3. Monthly Payment - Each month, you must make a minimum payment that is 2% of your New Balance, or \$15.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. The current payment due must be received by at least 5:00 pm (EST) on the payment due date which will be the same date of each month and no less than 25 days from the end of the prior billing period.

4. Finance Charge - The **FINANCE CHARGE (INTEREST)** will equal the sum of the Prime Rate as listed in the Money Rates Section of the Wall Street Journal, on the last business day of the month plus a margin according to the rate table provided. If the index is discontinued or is no longer available, a successor index setting forth the prime rate will be chosen by the Credit Union. No **FINANCE CHARGES** will be imposed in any billing period if there is no balance owed at the beginning of the billing period or a credit balance exists. To avoid incurring an additional **FINANCE CHARGE** on the balance of Credit Purchases reflected on this statement and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on the periodic statement on or before the Payment Due Date. The **FINANCE CHARGES** for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits posted to your account, but excluding any unpaid **FINANCE CHARGES**. Any payment that delays the reduction of your balance will increase your total interest costs. Partial payments or prepayments will not delay your next scheduled payment- you will still need to make the minimum scheduled payment by the next scheduled due date to keep your account current. We may accept late payments, partial payments checks or money orders marked “payment in full” and such action shall not constitute final settlement of your account or waiver or forgiveness of any amounts owing under this agreement. All

FINANCE CHARGES will begin to accrue on Cash Advances, including (Balance Transfers, Convenience Checks, and ATMs) from the date of the transaction. The effective **ANNUAL PERCENTAGE RATE** will differ from the corresponding **ANNUAL PERCENTAGE RATE** if cash advance fees have been included. An increase in the **FINANCE CHARGE** will require more minimum payments.

5. VARIABLE ANNUAL PERCENTAGE RATE (APR) - Your actual **Annual Percentage Rate (APR)** will be based on your cumulative credit history. A review of your credit history may be conducted semi annually each year and your APR may be adjusted accordingly, which could result in an increase or decrease to your total interest paid. Rates will adjust based on your primary card holder’s credit score:

Fico Score	Mastercard® Platinum
760 and above	Prime + 5.75%
720-759	Prime + 6.75%
680-719	Prime + 7.75%
640-679	Prime + 9.75%
Zero-639	Prime + 12.75%

Fico Score	Mastercard® Rewards
760 and above	Prime + 6.75%
720-759	Prime + 7.75%
680-719	Prime + 8.75%
640-679	Prime + 10.75%
Zero-639	Prime + 13.75%

Fico Score	Mastercard® Secured
760 and above	Prime + 9.75%
720-759	Prime + 9.75%
680-719	Prime + 9.75%
640-679	Prime + 9.75%
Zero-639	Prime + 9.75%

6. Available Credit Limit - You may use the card for purchases and cash advances up to your credit limit. Each purchase or cash advance reduces your available credit limit. Your payments replenish your available line of credit amount by the amount of the payment.

For example, a \$200.00 principal payment replenishes \$200.00 available to your line of credit limit. The Credit Union will replenish your line of credit limit for the payment once the final payment on non-cash payments are received by the Credit Union. This means if you pay by check, the Credit Union may replenish your credit limit at the time the Credit Union receives final payment for the check from the institution upon which the check was drawn. The Credit Union can replenish your line of credit sooner at its option.

7. Stop Payment - You can ask us to stop payment on Convenience Checks drawn on your account which we will honor to the extent there is reasonable time (which shall not be less than two (2) business days) to honor the order. All verbal requests must be accompanied by a written request within fourteen (14) days or you forfeit the right to stop payment. We will charge you a fee for each stop payment. We will not be liable for paying a check on the day we accept the stop payment request or after the stop payment has expired. A stop payment order must precisely identify the check number, date, amount of the item and payee. If the information that you give us is not correct or if you do not give us other reasonable information requested about the check, we will not be responsible if we are unable to affect the stop payment. If the Credit Union credits your Account after paying an item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages and other expenses or losses that may be incurred by the Credit Union, its employees or agents on account of a stop payment order.

8. Card Ownership - You understand that this card is the property of the Credit Union and must be returned to us immediately upon demand. You agree the Credit Union can terminate, limit or modify your right to use the card at any time in the future without notice. You agree to notify us promptly upon learning of the loss, theft or unauthorized use of the card by contacting the credit union. We may suspend preauthorized recurring charges with merchants if, for example Your Card is lost or stolen, you default, or we change the 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.

9. Default - You will be in default if you do not make any minimum payment or other required payment when it is due. You will be in default if we determine that your credit worthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, in the event of insolvency, or in the event of your death. You will be in default if you file a petition in bankruptcy or have a bankruptcy petition filed against you, or if you become involved in any insolvency, receivership or custodial proceeding; and if anyone attempts to take any of your funds held by us via legal process or if you have a judgment or a tax lien filed against you. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You are in default if you are in default with any other Credit Union loan or obligation. If you are in default, we can demand payment of the entire balance amount that you owe under this agreement without giving you advance notice. We can accept late or partial payments or delay enforcement, without losing any of our rights under this agreement.

If immediate payment is demanded, you will have to pay interest at the applicable rate until what you owe has been paid in full. If you are in default, you also agree to pay all the usual and customary costs of collection permitted by law including reasonable attorney fees. The Credit Union can exercise any other rights given by law when you are in default. If the law makes any terms of this agreement unenforceable, the other terms will remain in effect. Should you file any suit of action concerning this agreement of the enforcement thereof by the Credit Union and if the Credit Union prevails you will be responsible to the Credit Union for reasonable attorneys' fees. The Credit Union may

sue the Borrower and Co-Borrowers in the city and county in which the Credit Union has its principal office in the state where the credit card was granted. This Agreement shall be construed and enforced pursuant to the laws of the State of Florida with venue lying in Hillsborough County, Florida.

10. Default APR- If you have been more than 60 days past due or have a payment that is returned your APR will change to the default ANNUAL PERCENTAGE RATE of 18.00% and the corresponding Monthly Periodic Rate used to compute the Finance Charge will be 1.50%. The rate will remain the default rate until such time you have made 6 consecutive monthly payments on time and are not in any violation of this agreement. At such time the rate will convert to the current rate based on your credit score.

11. Change of Address - You will advise us promptly if you change your mailing address. All written notices and statements from the Credit Union to you will be considered given when mailed to the current address as it appears on the Credit Union's records. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

12. Co-Borrowers - Each person who has signed the application or disclosure statement, or uses the Card/account will be jointly and severally obligated under this agreement.

13. Change in Terms Notice - Any part of this agreement can be modified at any time; as long as the Credit Union gives you advance written notice as required by law (currently 45 days notice). The reasons for the change will be listed in the notice.

14. Cancellation and Opt-Out - You can cancel this account at any time by returning to the Credit Union, your card, along with a letter requesting that we cancel the account.

However, your obligation under this agreement and any charges made prior to cancellation will continue to apply until you have paid all the money you owe on this account. Additionally, the Credit Union can cancel this agreement at any time. Change in terms notices that you may receive in the future will include the reason for the change, a statement allowing you to opt-out of the change in terms notice before it goes into effect and how you should proceed to opt-out. You agree and understand that opting out of a change in term notice will terminate the use of your account. If you have any recurring debit payment (s) set-up through your credit card account, you must notify the payee(s) immediately and make alternative payment arrangements. APR Increase-If we increase the APR on your account, we will not apply the increase to the existing balance of your account (defined as the amount owed at the end of 14th day after the effective date of the change in terms). The right to opt-out of a change in terms (including an APR increase) will not apply if: A) The change is due to an independent index for an account that has a variable APR based on a certain margin over a published index B) You failed to comply with the terms of an individual workout plan. C) You failed to pay the current payment due and you are more than 60 days past due on your account.

If you use your card to make purchases, pay for services, make transactions and/or cash advances and the transactions post to your account after the 14th day after the effective date, we have the right to apply the new rate and or transaction fee(s) to those transactions even if you have rejected the change in term before the effective date. If there is more than one person responsible for this account, notices sent to one will be considered notice to all of you.

15. Card Use - You agree that the Card may not be used for any illegal transaction, including but not limited to gambling. You may use the Card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept MasterCard cards. In addition, you may obtain cash advances from the Credit Union, from other

financial institutions participating in the MasterCard program and from automated teller machines (ATMs), such as MasterCard ATM Network, which provide access to the MasterCard system. (Not all ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an A TM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

16. Liability for Unauthorized Use - 1) If you tell us after learning of the loss or theft of the card, your liability for unauthorized transactions using the MasterCard system is Zero; 2) For card transactions through a non-MasterCard network, MasterCard Commercial Cards, MasterCard or Plus ATM, or any ATM transactions, or to cards issued outside the United States, if you tell us within two (2) business days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00; 3) and for ATM transactions, \$500.00 if you do not tell us within two (2) business days; 4) if you do not tell us within sixty (60) days after the statement was mailed, you may not get any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers. You will not be liable for unauthorized use that occurs after you notify Tampa Bay Federal Credit Union in writing at 3815 N Nebraska Ave, Tampa FL 33603 or TampaBayFederal.com of the loss, theft, or possible unauthorized use. We may decline to authorize any transaction or request. We are not responsible for any losses you incur if we do not authorize a request.

17. Returns and Adjustments - Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip 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, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

18. Foreign Transactions - Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. A Foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction. The conversion rate to dollars will be determined in accordance with the operating regulations established by MasterCard U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either (A) the wholesale market rate or (B) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased two (2.0%) percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

19. Plan Merchant Disputes - We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, 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 plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

20. Security Interest - We do not warranty any merchandise or services purchased by you with your credit card. To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through use of the Card. If you default, we will have the right to recover any of these goods that have not been paid for through our application of your payments. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount. Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.

You also agree that any cross- collateralization provision contained in any other agreement wherein you pledge collateral to secure all debts owed to the Credit Union will extend to this Account. You agree and consent that this agreement shall be a part of any other consumer loan plan with regards to collateralization. You agree that any security interest in any collateral will also secure this account.

21. Effect of Agreement - This Agreement is the contract that applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

22. Statements and Notices - 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 of you.

23. Invalidity of Provisions and Captions - If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

24. Skip A Payment Option - From time to time, solely at the option of the Credit Union, you may be given the option to skip a payment. If you elect to take advantage of the offer to skip a payment, the interest finance charge will continue to accrue during the month you choose to skip a payment and you must resume regular payments on the following payment due date.

25. Phone Calls - When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use text, or prerecorded messages. You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality