

# GENISYS CREDIT UNION

## Genisys Rewards Credit MasterCard Cardholder Agreement and Disclosure

THIS INFORMATION IS ACCURATE AS OF AND MAY CHANGE.

To find out what may have changed call us at 248-322-9800 x5, 800-521-8440 x5, or write to us at P.O. Box 436034, Pontiac, MI 48343-6034.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.24% - 18.00%</b> This APR will vary with the market based on the Prime rate.
<b>APR for Balance Transfers</b>	<b>10.24% - 18.00%</b> This APR will vary with the market based on the Prime rate.
<b>APR for Cash Advances</b>	<b>10.24% - 18.00%</b> This APR will vary with the market based on the Prime rate.
<b>Penalty APR and When It Applies</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 28 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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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></b>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transactions</li></ul>	<b>None</b> <b>None</b> Up to <b>1.1%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$25.00</b> Up to <b>\$26.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)". See your account agreement for more details.

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

### Rate Information, including periodic rates, corresponding APRs and margins

#### Purchases

The following periodic rate and corresponding APR applies to all purchases made under this account.

Periodic Rate: .98%-1.50%

Corresponding APR: 10.24%-18.00%

Your purchase APR is equal to the Prime rate plus a margin of 6.99% - 13.99%.

#### Cash advances

The following periodic rate and corresponding APR applies to all cash advances made under this account.

Periodic Rate: .98%-1.50%

Corresponding APR: 10.24%-18.00%

Your cash advance APR is equal to the Prime rate plus a margin of 6.99% - 13.99%.

#### Balance transfers

The following periodic rate and corresponding APR applies to all balance transfers made under this account.

Periodic Rate: .98%-1.50%

Corresponding APR: 10.24%-18.00%

Your balance transfer APR is equal to the Prime rate plus a margin of 6.99% - 13.99%.

## CARDHOLDER AGREEMENT

Agreement Terms- The words “you” and “your” mean or refer to each and all persons who have applied for the Card or Cards by signing this Agreement. “Card” means the MASTERCARD Credit Card or Cards and any duplicates and renewals thereof or substitutions therefore we may issue. “Account” means your MASTERCARD Credit Card line-of-credit loan account with us. “We”, “us” and “ours” means or refers Genisys Credit Union.

- 1. Acceptance of Agreement/Responsibility** – The use of your Account or a Card by you or anyone whom you authorize or permit to use your Account or a Card means you accept this Agreement. You promise to repay all debts and any fees and interest arising from any authorized use of the Card. You agree not to let someone else use the Card. If you do, you are agreeing with us that you authorize all use that person makes of the Card. Therefore, you will be liable for all such use of the Card. Of course, once you notify us we will take prompt steps to try to prevent any further Card use by that person. If this Agreement is signed by two persons, the Account is joint; that is, each of you, separately and jointly with each other, is liable for all debts on the Account and any fees or interest thereon. Your obligation to pay all such debts and any fees and interest thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and any fees and interest. You may not use your Card or Account for any illegal or unlawful transaction.
- 2. Credit Limit** – We will establish line-of-credit for you and will notify you of the credit limit. You agree not to let your Account balance exceed your credit limit. We may honor transactions in excess of your credit line at our sole discretion. If at any time your balance exceeds the credit limit, you agree to pay us that excess immediately. Each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. If you request an increase in the credit limit, such increase must be approved by us. We may change your credit limit from time to time and for any reason.
- 3. Closing Your Account** -- We also may revoke your Card and terminate the Account and this Agreement. You may terminate this Agreement at any time and for any reason by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and any fees and interest thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.
- 4. Using the Card** – We will send you a Card or Cards embossed as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as embossed on the front of the Card. You can also use your Card together with your Personal Identification Number (PIN) to get a Cash Advance from an automated teller machine (ATM) in the MASTERCARD network, to get a Cash Advance from a MASTERCARD financial institution or make a Purchase from a merchant that uses the Card in an electronic terminal that accesses the MASTERCARD system.
- 5. Authorization** – We do not guarantee authorization of a transaction, either by us or a third party, even if you have sufficient credit available. We reserve the right to deny certain transactions for any reason and at our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction or the Account. You agree that we will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity, or we may close the account.
- 6. Balance Transfers** – Balance transfers may include the transfer of outstanding balances by you to your Account from credit accounts issued by persons other than us. If you transfer a balance to your Account, the available credit on your Account will be reduced by the amount you transfer. Total balances may not exceed your available credit limit.
- 7. Cash Advance by Machine** – If ATMs or other electronic devices are available while this Agreement remains in effect which make it possible for you to obtain a Cash Advance by use of your Card in such a machine, we will furnish you with a secret PIN. Your use of the PIN, together with your Card, in getting a Cash Advance from such a machine is agreed to constitute your signature for purposes of such Cash Advance.
- 8. Personal Identification Number (PIN)** – We will furnish you with a PIN. You agree to keep the PIN secret. You also agree you won't write the pin ON THE CARD or anything you keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a Purchase is agreed to constitute your signature for purposes of such transactions.
- 9. Late Fee** – If we do not receive a payment from you in at least the amount of your minimum monthly payment by the Payment Due Date shown on your monthly statement, we may charge you a late fee in the amount of up to \$25. You will only be charged one late payment fee for any minimum monthly payment which is not paid by the Payment Due Date.
- 10. Returned Payment Fee** –We may add a fee of up to \$26 to your Account if a payment check or similar instrument is not honored or returned because it cannot be processed, or if an automatic debit is returned unpaid.
- 11. Minimum Monthly Payment** – If the New Balance shown on your monthly statement is less than \$25.00, your Minimum Monthly payment (due by the Payment Due date) is your New Balance. Otherwise, the Minimum Monthly payment for each billing cycle will be the total of: 1) \$25.00 or 2% of your new Balance, whichever is greater; 2) Any amount in excess of your credit line; and 3) Any amount past due. You may pay more than the Minimum Monthly payment and may, at any time, pay the full amount you owe us without penalty for prepayment.
- 12. Variable Rate Information** – We calculate any APR based on the U.S. Prime Rate (“Prime rate”) and by adding a margin to the Prime rate. Your margin is identified in your account opening information. Your APRs are variable and may increase or decrease if the Prime rate increases or decreases. For each billing period, we use the Prime rate published in the Wall Street Journal on the last day of the month during that billing period. A change in the APR due to a change in the Prime rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rates that may apply, and as allowed by law. If the APR increases as a result of the Prime rate increasing, your interest charges will increase which may also cause your minimum payment to increase.
- 13. Interest Charges** –Interest charges are a finance charge added to your Account when we apply the applicable Annual Percentage Rate (APR) to your balances on your account. We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. We calculate interest separately for each Balance Subject to Interest Rate. These include for example, Purchases at the current rate, Cash Advances at the current rate and Balance Transfers at the current rate. Your monthly billing statement shows each Balance Subject to Interest Rate. To calculate interest, we first calculate an “average daily balance” for each Balance Subject to Interest Rate, as described herein.  
Purchases: To get the “average daily balance” of Purchases, we take the beginning balance of Purchases of your account each day, add any new Purchases, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Purchases. 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” of Purchases.

**Cash Advances:** To get the “average daily balance” of Cash Advances, we take the beginning balance of Cash Advances of your account each day, add any new Cash Advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Cash Advances. 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” of Cash Advances.

**Balance Transfers:** To get the “average daily balance” of Balance Transfers, we take the beginning balance of Balance Transfers of your account each day, add any new Balance Transfers, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Balance Transfers. 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” of Balance Transfers.

14. **Grace Period** – Interest charges begin to accrue on transactions from the date it is added to the daily balance and continue to accrue until payment in full is credited to your Account. Your due date is at least 28 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. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date. Cash Advances and Balance Transfers do NOT have a Grace Period.
15. **Payments** – We may accept late payments, or partial payments and payments marked “payment in full” without losing any of our rights under this Agreement.
16. **Credits** – If your credits and payments exceed what you owe us on the Account we will credit such excess to the Account and, if the amount is \$1.00 or more, we will credit it to your share account after 6 months or upon your written request.
17. **Foreign Transactions** – Purchases>Returns and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent. When you make a transaction outside of the U.S., a fee up to 1.1% of the converted transaction amount will be applied to your account as permitted by law. The foreign transaction fee is a finance charge. Interest does not accrue on the fee.
18. **Lost or Stolen Cards** – If you notice the loss or theft of your Card or a possible unauthorized use of your Card or your Account, you should write to us immediately at the address listed on your monthly statement, or call us at the number shown on your monthly statement. If your MASTERCARD is lost or stolen on a weekend, holiday, or after Credit Union hours, call (888) 241-2510 (domestic) or (909)-941-1398 (international). You will not be liable for any unauthorized use that occurs after you notify us. You may be liable for unauthorized use that occurs before your notice to us. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us, you will not be liable for any unauthorized transactions. In any case, your liability will not exceed \$50.
19. **Default** – Your Account will be in default and we may demand payment of the entire amount you owe us without giving you

prior notice, subject to applicable law, if (a) you fail to make at least the Minimum Payment by the due date shown on your monthly statement; (b) you fail to comply with any terms of this Agreement or any other Agreement you have with us; (c) if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason; or (d) in the event of your death. In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law including reasonable attorney fees.

20. **Credit Information** – You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding our experience with you under this Agreement to credit bureaus and creditors.
21. **Contact Information** – You agree to notify us of a change in address or other contact information. If we need to contact you regarding your Account, you authorize us, or our agents and contractors, to contact you at any telephone number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way including calling or text messaging you. We may contact you using a prerecorded message or an automated dialer. We may contact you on a mobile phone or similar device even if you are charged for such.
22. **Effect of Agreement** – This Agreement contains our complete contract relating to the Account and applies to every transaction relating to the Account even though a sales or Cash Advance draft you sign or a credit slip may contain different terms.
23. **Amendment of Agreement** – We reserve the right to change the terms of this Agreement and your Account at any time for any reason, as permitted by law. We will provide you notice of such changes as required by law. Any changes to this Agreement or your Account are binding on you.
24. **Collection Costs** – If we refer collection of your Account to a lawyer who is not our employee, you are liable for any reasonable attorney fees we incur, plus the costs and expenses of any legal action, to the extent allowed by law.
25. **Returned MASTERCARD Check Fee** – We may add a fee of up to \$26 to your Account, in accordance with applicable law, if we decline to honor a MASTERCARD Check. We may decline to honor a MASTERCARD Check if, for example, the amount of the check would cause you to exceed your credit limit, you are in default, you did not comply with our instructions regarding the check, or your Account has been closed.
26. **MASTERCARD Checks** We are not obligated to pay a MASTERCARD Check if, at the time the check is presented, you are in default of this Agreement, we have revoked your right to use your MASTERCARD Card, your Account is closed for any reason, or if your Card has expired. Each check must be in the form we have issued you. These checks may be used only by the person(s) whose name(s) is/are printed on the check, and may not be used to pay an amount owed us under this or any other account or agreement that you have with us. You are responsible for all authorized use of your checks to pay any amount which you owe under this Agreement. We are not obligated to certify these checks nor will we return paid checks to you.

### ***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:

Genisys Credit Union  
2100 Executive Hills Blvd  
Auburn Hills, MI 48326

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.

#### *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 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:

Genisys Credit Union  
2100 Executive Hills Blvd  
Auburn Hills, MI 48326

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.

## **YOUR SAVINGS ARE SECURITY FOR THIS CONTRACT**

**You give us a security interest in all present or future shares or deposits in Genisys Credit Union which you have the right to withdraw for your personal use. If your Account is in default as defined in this Agreement or under applicable law, we can apply money from your shares or deposits to this Account for any payments that are past due, as well as for any fees or other charges.**