

Mastercard[®] Disclosure



CLASSIC MASTERCARD[®], PLATINUM MASTERCARD, PRESTIGE MASTERCARD, AND SHARE SECURED MASTERCARD DISCLOSURE

This Agreement and Disclosure Statement covers your Mastercard[®] Credit Card Account (“Account”) with us. In this Agreement, the words “you” and “your” mean: (a) any person who uses or authorizes the use of, or (b) any person who signs an application for, a Cabrillo Credit Union Mastercard Credit Card. “We,” “our,” “us” and “Credit Union” mean Cabrillo Credit Union, the card issuer. “Card” means the Cabrillo Credit Union Mastercard Credit Card and any duplicates and renewals the Credit Union issues to you. In this Agreement, any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction so require. If you sign an application for a Mastercard under this Agreement or sign or use any Mastercard(s) issued, or use or allow others to use your Account, you agree to all of the following terms and conditions. **If you do not agree with the terms and conditions of this Agreement, please destroy the card at once by cutting it in half and mail it back to the Credit Union with your instructions to close the account.**

MILITARY LENDING ACT-COVERED BORROWERS

NOTICE: See Sections 33 and 34 for important information regarding protections and your rights to dispute billing errors.

SEE THE ACCOUNT OPENING DISCLOSURE WHICH ACCOMPANIES THIS AGREEMENT.

- 1. General.** If your application for a Mastercard Credit Card account is approved, the Credit Union will establish a line of credit for you and notify you of its amount when the Card is sent to you. You agree not to let your Account balance exceed your approved credit limit. Each payment you make on the Account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application submitted to the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.
- 2. Using the Card.** You may use your Account to buy goods and services in person, online, and by mail or telephone from merchants and others who accept Mastercard credit cards. You may also use your Account to get a cash advance from the Credit Union, from other financial institutions or select merchants participating in the Mastercard program and from automated teller machines (ATMs), such as Mastercard ATM Network, that provide access to the Mastercard system. (Not all merchants or ATMs provide such access.) You agree to follow all procedures required by us or any merchant which honors your Account.
- 3. Illegal Use of the Card.** You may not use your Card to make, initiate or facilitate any type of Internet gambling or for any unlawful purpose or transaction. The illegality of any authorized transaction will not be a defense to your obligation to pay for it. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. We do not guarantee approval of transactions and are not liable for transactions that are not approved, either by us or by a third party, even if you have sufficient credit available. We may 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. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
- 4. Liability.** If the Account is issued to you and others as a joint account, each use of your Account shall be an extension of credit to all, and each of you shall be jointly and severally liable. This means the Credit Union can enforce this Agreement against any of you individually or all of you collectively. If you allow anyone else to use your Account, you will be liable for all credit extended to such persons even if those charges exceed the nature, amount or period of time for which you intended to authorize such use. You will be liable for all actual, implied, or apparent authorized use of your Account.
- 5. Promise to Pay.** You promise to pay us any and all amounts borrowed under this Agreement (purchases and cash or overdraft advances), plus any finance charges or other amounts due. You agree to pay us on or before the due date shown on your monthly statement. Your obligation to pay the Account balance continues even though an agreement, dissolution of the partnership, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account.
- 6. Monthly Statements.** Each month we will send you a statement showing any purchases, cash advances, and payments or credits made to your Account during that billing cycle, as well as your new balance. You may elect to receive your statements electronically, versus via mail. Your statement will identify also the Minimum Payment you must make for that billing period and the date it is due. You may pay in full for all of your purchases and cash advances each month, or you may repay in monthly installments.

7. Finance Charges/Rate. The finance charge is calculated by applying the periodic rate to the “average daily balance” on your Account. The total finance charge shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash or overdraft advances (see Section 9). Your Account will be subject to the following finance charges (please see the attached disclosure for your specific rate and monthly periodic rate:

Classic Mastercard. Your Classic Mastercard will be subject to a finance charge (interest) at an Annual Percentage Rate (APR) and a corresponding monthly Periodic Rate, which will be determined by your creditworthiness. The rates range from 13.9% to 17.9% (which is a corresponding periodic rate of 1.158% to 1.492% per month). The Annual Percentage Rate and the corresponding Monthly Periodic Rate will apply to both purchases and cash advances.

Prestige Mastercard. Your Prestige Mastercard will be subject to a finance charge (interest) at an Annual Percentage Rate (APR) and a corresponding monthly Periodic Rate, which will be determined by your creditworthiness. The rates range from 12.9% to 17.9% (which is a corresponding periodic rate of 1.075% - 1.492% per month). The Annual Percentage Rate and the corresponding Monthly Periodic Rate will apply to both purchases and cash advances.

Share Secured Mastercard. Your Share Secured Mastercard will be subject to a finance charge (interest) at an Annual Percentage Rate (APR) of 11.0% (which is a corresponding periodic rate of 0.917% per month). The Annual Percentage Rate and the corresponding Monthly Periodic Rate will apply to both purchases and cash advances.

Platinum MasterCard. Your Platinum Mastercard will be subject to a finance charge (interest) at an Annual Percentage Rate (APR) of 9.9% (which is a corresponding periodic rate of 0.825% per month).

Penalty Rate: For all credit card types, whenever the minimum monthly payment shown on your statement is sixty (60) days past due (two consecutive billing cycles) the entire balance on your account will be subject to a finance charge (interest) at the Penalty Annual Percentage Rate of 18.0% (which is a corresponding Monthly Periodic Rate of 1.5%). The Penalty Rate shall be effective on the first day of the next billing cycle for all balances. Once the penalty rate goes into effect, it will remain in effect until you have made six consecutive on-time payments. Once you have made six consecutive on-time payments, the rate will go back to the Annual Percentage Rate in effect as of the date the Annual Percentage Rate was increased to the Penalty Rate, which change shall be effective as of the beginning of the next billing cycle.

8. How to Avoid Paying Finance Charges. In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance by the Payment Due Date shown on your statement. Otherwise the finance charge on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to a finance charge from the date they are posted to your account.”

9. Finance Charge Calculation. We figure the finance charge on your account by applying the periodic rate to the “average daily balance” of your account.

For Credit Purchases - A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle by the Payment Due Date shown from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement by the Payment Due Date shown, a finance charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on the new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than the Payment Due Date shown from the closing date.

To get the “average daily balance” on Credit Purchases, we take the beginning unpaid balance of Credit Purchases on your account each day, add any new purchases, and subtract any unpaid other finance charges and any payments or credits. This gives us the daily balance on Credit 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” on Credit Purchases.

For Cash Advances (including Overdrafts) - A finance charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. There is no grace period for cash advances.

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

10. Cash Advances. You may receive an advance against your Mastercard at the Credit Union. Cash advances of up to \$500 may be made at an Automated Teller Machine (ATM). Other financial institutions honoring a cash advance request may also charge a fee at the time of advance. This fee is in addition to the finance charge of your Credit Union.

11. Minimum Payments. Each month you must pay at least the minimum payment shown on your statement by the Payment Due Date shown. You may, of course, 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. If you pay your Account in installments, the minimum periodic payment will be 3.0% of the unpaid balance, or \$15, whichever is greater. Balances under \$15 must be paid in full. The “Minimum Payment” as shown on your statement includes the minimum payment due on your new balance plus any amounts past due. If you exceed your credit limit, the minimum amount due will be 3.0% of the outstanding balance, plus any amount which is over the credit limit. The required payment due by the date shown on your statement will be the “Minimum Payment.” If you elect to pay your account in installments, the minimum periodic payment will be shown on the front of your statement. If you make a payment in excess of the required minimum periodic payment, the excess amount will be applied to balances in descending order, from the highest to the lowest APR.

12. 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, that is, unable to pay your obligations when they become due. 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 immediately terminate this Agreement and require repayment of your outstanding account balance plus any finance and other charges you owe under this Agreement. At the Credit Union's discretion, any shares that were given as security may be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and attorneys' fees.

13. Delinquency. When any account is 30 or more days delinquent, and you have made no attempt to contact us to make agreeable arrangements for payment, all authorizations will be denied.

14. Attorney's Fees and Costs. If we are forced to take collection action, or any other legal action under this Agreement, you agree to pay all court and collection costs, reasonable Attorney's fees, and all similar costs on appeal.

15. The ANNUAL PERCENTAGE RATE (APR) set forth in the Mastercard Disclosure Agreement shall continue to apply to the principal outstanding after breach.

16. Credit Limit. From time to time, we may adjust your maximum credit limit. Your credit limit is identified each month on your statement. You agree to keep the total of purchases and advances made on your Account within that limit.

17. Other Charges

a. Annual Fee. There is no annual fee with your Classic Mastercard, Share Secured Mastercard or Platinum Mastercard. The annual fee for your Prestige Mastercard is \$19.

b. Late Fee. If the required Minimum Payment, is not received within 10 days after the Payment Due Date, a late payment charge of \$10 will be imposed and will be added to the total NEW BALANCE for that billing cycle.

c. Return Check/ACH Fee. If a payment on your Cabrillo Mastercard is made and returned unpaid, a \$30 fee will be assessed to the credit card account and will be added to the total NEW BALANCE for that billing cycle.

18. Changes of Address. If you move, you must give us your new address so we may change our records. You agree to notify us in writing, or via eBranch.

19. Cancelling This Agreement. Any Mastercard(s) issued to you under this Agreement is/are our property. We may terminate this Agreement if you break any of your promises, or you are in default, or for any reason. You agree to return the Mastercard(s) to us and pay your outstanding balance in full. We may pick up your Mastercard(s) at any time after this Agreement is terminated or you are in default. You may terminate this Agreement by returning your Mastercard(s) to us and paying the outstanding balance of your account in full. You will still be obligated to pay all outstanding balances that are or become due on your Account.

20. Questions and Billing Errors. Please let us know right away if you have any questions about your monthly statement. If you think we have made a mistake in your statement, please read the Billing Error Statement in this disclosure. This tells you your right to dispute billing errors.

21. Lost or Stolen Card Notification; 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 immediately call us at **800.222.7455**, or write to us at: Cabrillo Credit Union, 10075 Carroll Canyon Rd., San Diego, CA 92131. You will not be liable for unauthorized use that occurs after you notify the Credit Union of the loss, theft, or possible unauthorized use of the card. You agree to cooperate fully in any investigation the Credit Union may conduct in connection with the loss, theft, or possible unauthorized use of your card.

22. Limitations to Liability for Mastercard Transactions. If there is an unauthorized use of your Mastercard then your liability will be zero (\$0.00) so long as: a) you exercised reasonable care in safeguarding your card from risk of loss or theft; b) you have not reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months; and c) your account is in good standing. If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed or otherwise made available to you. This provision limiting your liability does not apply to either Mastercard commercial cards or ATM cash disbursements.

23. No Overlimit Service Charge. We do not assess an overlimit charge.

24. Our Liability. If we do not complete a transfer from your savings or checking account to your Mastercard on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- a. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- b. If the third party originating the deposit either fails to generate the deposit or fails to generate it in the correct amount or on time; or
- c. If, through no fault of ours, you do not have enough money in your account to make the transfer.

25. Credit Bureau Reporting. A negative credit report may be submitted to a credit reporting agency if you fail to fulfill your credit obligations. We may periodically review your creditworthiness by obtaining information from credit reporting agencies and others concerning your accounts. You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

26. Change in Agreement Terms. The Credit Union may change the terms of this Agreement, including your Annual Percentage Rate, from time to time for any reason not inconsistent with applicable law after giving you any advance notice required by law. Your failure to exercise any right you may have to reject the change in terms in a timely manner will indicate your agreement to the change. By your signature on your Account application, or by your signature on, or use of your Mastercard(s) or Account, you consent that we may change the

terms of this Agreement. These changes will apply to your new purchases and advances and, to the extent permitted by applicable law, to any outstanding balance.

KEEP THIS NOTICE FOR FUTURE USE - THIS CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OUR RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT.

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:

Cabrillo Credit Union
10075 Carroll Canyon Road
San Diego, CA 92131

You may also contact us on the Web: at www.cabrillocu.com.

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 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:

Cabrillo Credit Union
10075 Carroll Canyon Road
San Diego, CA 92131

You may also contact us on the Web: at www.cabrillocu.com. 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.

27. Mastercard Cross-border Transactions. Purchases and cash advances made in foreign currencies will be billed to you in U.S dollars. If a Cross-border Transaction on a U.S.-issued credit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to the cardholder billing currency using its currency conversion procedure. Mastercard uses either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. There is a 1% fee for each Cross-border Transaction.

28. Statements and Notices. You will receive a statement each month showing transactions on your account. You may elect to receive your monthly statements electronically. If you choose to receive your statement electronically you will no longer receive a paper statement. By agreeing to receive your statements electronically, you permit the credit union to send all legally required disclosures/notices electronically. Electronic statements can be viewed via eBranch. Notice sent to any one of you will be considered notice to all. You agree to promptly notify the Credit Union if you change your mailing address and, if receiving statements and notices electronically, your email address.

29. Transfer of Account. You cannot transfer or assign your account to any other person.

30. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

31. 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.

32. Governing Law. This Agreement and your account shall be governed by California law without regard to any conflict of law rules.

33. Military Lending Act Notice. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Call 1-800- 222-7455 to hear the above disclosures and a description of your payment obligations.

34. Military Lending Act; Severability. Notwithstanding anything to the contrary herein or any other agreement between the Credit Union and you, nothing shall require a "covered borrower" under the Military Lending Act to submit any claim arising out of the Agreement to arbitration or impose on such borrower additional notice requirements beyond those imposed by, or result in the waiver of legal recourse existing under, applicable law.

35. Security Interest. If you have a share secured credit card, you may not withdraw amounts that have been specifically pledged to secure your account until Cabrillo Credit Union agrees to release all or part of the pledged amount. The credit union secures the amount of 25% more than your approved credit limit.

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

37. Telephone Monitoring: Our supervisory personnel may listen to or record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

38. Irregular Payments: We may accept late payments or partial payments, or checks, drafts or money orders marked "Payment in Full" without losing any of your rights under this Agreement.

Mastercard ATM Access Card Agreement and Disclosure

Your Mastercard will function as an Automated Teller Machine (ATM) access card.

The Agreement and Disclosure governs the use of your Cabrillo Mastercard ATM access card in the Cirrus ATM network. You agree to be bound by this agreement if you use, or allow others to use, your Mastercard at any ATMs.

PLEASE READ AGREEMENT AND RETAIN IT FOR YOUR RECORDS

1. Rules for Use. By use of your Mastercard ATM access card with your personal identification number (PIN) in an ATM, you authorize us to make a cash advance on your Mastercard. The ATM service shall be subject to service charges in accordance with the rate schedules adopted by us from time to time. The use of the Mastercard ATM access card is subject to other terms, conditions, and requirements as we may establish from time to time. All Mastercard ATM access cards are nontransferable and belong to us. We may cancel, modify, and restrict the use of any

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Mastercard ATM access card upon proper notice or without notice if your account is overlimit or where necessary to maintain or restore security of your accounts or the ATM system.

2. You may use your Mastercard ATM access card to advance cash only from your Mastercard Account.

3. Limitations on Transfers

- a. When the ATMs are on line, you can withdraw cash up to a maximum of \$500, depending on your account with us, or the balance in your accounts, whichever is less, every 24-hour period.
- b. When the ATMs are not on line, cash withdrawals are limited to \$100 within any 24-hour period.
- c. When the system is down the member may experience limitations to charges based on previous information available in the system.

4. Receipts and Statements. You may request an acknowledgment at the time you make any transaction using one of the ATMs. You should retain a copy of the acknowledgment so that you can compare it with your statement.

5. Your Liability. Tell us at once if you believe your Mastercard ATM access card or PIN has been lost or stolen. Telephoning is the best way to limit your possible losses. If you tell us within two (2) business days, you are liable for no more than \$50 if someone used your Mastercard ATM access card without your permission. You may have \$0 liability if:

- a. You exercised reasonable care in safeguarding the card from risk of loss or theft
- b. You have not reported two or more incidents of unauthorized use within the preceding 12 months.
- c. Your account is in good standing

If you do not tell us within two (2) business days after you learn of the loss or theft of your Mastercard ATM access card, but you notify us before 60 days and we can prove we could have stopped someone from using your Mastercard ATM access card without your permission if you had told us, you could be liable for as much as \$500. If you notify us beyond 60 days there is no liability limit.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money 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 valid reason kept you from telling us, we may extend the time periods.

6. If you believe your Mastercard ATM access card has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call or write us at the address listed at the end of this form.

7. Our Liability. If we do not complete a transaction to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If the transaction would go over your credit limit or the withdrawal limit of your Mastercard ATM access card
- b. If the ATM where you are making the transaction does not have enough cash
- c. If the ATM or system was not working properly and you knew about the breakdown when you started the transaction
- d. If circumstances beyond our control (such as fire, flood or vandalism) prevent the transaction, despite reasonable precautions that we have taken
- e. If your Mastercard ATM access card has been reported stolen or lost, has expired, is damaged so that the machine cannot read the encoding strip, is inactivated due to non-use, or because your PIN has been repeatedly entered incorrectly.

8. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us your written permission.

9. In Case of Errors Or Questions. About Your Mastercard ATM access card transaction, telephone us as soon as you can and then write us at the address listed at the end of this form.

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, we must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- a. Tell us your name and account number
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- c. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 60 days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you can have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation.

You may request copies of the documents we used in our investigation, for a fee.

10. Business Days. Our business days are Monday through Friday. Holidays are not included.

11. ATM Fees and Charges. There is no fee to use your Cabrillo Mastercard at any Cirrus ATM or ATM that accepts Mastercard. However, all ATM withdrawals are considered cash advances.