

# Card Agreement and Federal Truth-in-Lending Disclosure Statement

## First Technology Federal Credit Union Choice Rewards World Mastercard<sup>®</sup> Card Agreement and Federal Truth-in-Lending Disclosure Statement

**Effective Date: February 1, 2024**

In this Choice Rewards World Mastercard Card Agreement and Federal Truth-in-Lending Disclosure Statement (“Agreement and Disclosure Statement”) the words:

- “I,” “me,” “my” and “mine” mean any and all of those who apply for or use the First Technology Federal Credit Union Choice Rewards World Mastercard Card.
- “First Tech,” “you,” “your” and “yours” mean First Technology Federal Credit Union.
- “Card” means the Choice Rewards World Mastercard Card issued to me and any duplicates and/or renewals you may issue.
- “Account” means my Choice Rewards World Mastercard Card Account with you.

By requesting and receiving, signing, using or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE **ANNUAL PERCENTAGE RATE**.

### **AUTHORIZATION AND PAYMENT**

I authorize you to pay and charge my Account for all Purchases and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases and Cash Advances charged to my Account whether resulting from:

1. Actual use of my Card;
2. Mail order or telephone, computer or other electronic Purchases made without presenting the Card; or
3. Any other circumstance where I authorize a charge, or authorize someone else to make a charge, to my Account (collectively, “authorized charges”). I promise to pay you or to your order in U.S. Dollars with an instrument(s) drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement, all authorized charges on the terms and at the rates set forth herein, plus any interest charges and FINANCE CHARGES assessed on my Account and any other charges and fees which I may owe you under the terms of this Agreement and Disclosure Statement. Payments will continue until I have paid in full the unpaid balance, accrued interest charges, and all collection-related charges, and any other fees and charges.

### **INTRODUCTORY AND PROMOTIONAL RATES**

At your option, you may offer me, for a limited time, introductory or promotional rates for all or part of the new Purchase, Advance or Balance Transfers posted to my Account. In the offer materials, you will tell me the introductory or promotional rate and the time period that rate will be in effect and any offer conditions or requirements. Unless the offer materials state otherwise or my account is in default, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply upon expiration.

### **DETERMINATION OF ANNUAL PERCENTAGE RATE**

My **ANNUAL PERCENTAGE RATE** is determined individually and will be based in part on my credit history at the time of application. My Initial Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** will be set forth in a separate Account Opening Disclosure Addendum, which is fully incorporated and becomes part of this Agreement and Disclosure Statement.

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## HOW YOU DETERMINE MY ANNUAL PERCENTAGE RATE

My **ANNUAL PERCENTAGE RATE** may increase or decrease during the term of this Agreement and Disclosure Statement Addendum. Any such change will be based on an increase or decrease of the "Prime Rate" as published in the Western Edition of the Wall Street Journal on the 15th of each month (or the first business day thereafter in the event the 15th falls on a non-business day) (herein "Index"). In no event will the **ANNUAL PERCENTAGE RATE** exceed the maximum rate permitted to be charged by federally chartered Credit Unions. In the event the Index ceases to be published, changes in the **ANNUAL PERCENTAGE RATE** will be related to a comparable Index of our choosing.

The **ANNUAL PERCENTAGE RATE** initially applicable to all my Account's Purchases, Balance Transfers and Cash Advances is set forth in the Account Opening Disclosure Addendum. If applicable to my account, the Penalty **ANNUAL PERCENTAGE RATE** is also set forth in the Account Opening Disclosure Addendum.

My **ANNUAL PERCENTAGE RATE** is subject to change every month on the day following my "Statement Closing Date". These dates shall be known as "Adjustment Dates". The Index in effect as of the 15th of the month shall be used to calculate the **ANNUAL PERCENTAGE RATE** change effective as of the Adjustment Date. For example, the Index in effect on January 15th will be used to calculate the **ANNUAL PERCENTAGE RATE** change effective as of the Adjustment Date in February of the same year. You add a "margin" to the index value to calculate my **ANNUAL PERCENTAGE RATES**. The amount of my margins for purchases, balance transfers, and cash advances appears on the Account Opening Disclosure Addendum. Decreases in the **ANNUAL PERCENTAGE RATE** in accordance with the terms of this Agreement and Disclosure Statement Addendum are mandatory and increases in the **ANNUAL PERCENTAGE RATE** are at your discretion. If the **ANNUAL PERCENTAGE RATE** and Monthly Periodic Rate increases or decreases, the interest charge will increase or decrease. Each change in the **ANNUAL PERCENTAGE RATE** and Monthly Periodic Rate will apply to any balance outstanding on the effective date of such change, as well as to future purchases and cash advances to the extent permitted by law. Any increase or decrease in the **ANNUAL PERCENTAGE RATE** may result in changes in the number of payments required to repay the unpaid balance and/or an increase in the minimum payment due.

## MONTHLY PERIODIC RATE, ANNUAL PERCENTAGE RATE AND PENALTY ANNUAL PERCENTAGE RATE

The interest charge for each billing cycle will be calculated by applying the monthly periodic rate to the Average Daily Balance (described below) for my account. The Monthly Periodic Rate is determined by dividing the **ANNUAL PERCENTAGE RATE** by 12 and will change when the **ANNUAL PERCENTAGE RATE** changes. Any changes to the **ANNUAL PERCENTAGE RATE** will be reflected on my periodic statement.

## CHANGE IN TERMS

Account and agreement terms are not guaranteed for any period of time. I understand and agree that you may amend, modify, add to, or delete from this Agreement and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any interest charge, Transaction Fee, or other FINANCE CHARGE, **ANNUAL PERCENTAGE RATE**, monthly periodic rate, and/or fee in accordance with applicable laws. If required by applicable law, you will mail a notice of the change to me at my last known address. I also understand that in the event of a significant change, as defined under the Federal Truth in Lending Act/ Regulation Z, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If you are required by applicable law to provide me a right to reject significant changes to this Agreement and Disclosure Statement prior to the effective date of such changes, you will provide me with an explanation of how to reject the significant changes. This does not apply if I fail to make a required minimum payment within sixty (60) days after its due date. You may change the terms of this Agreement and Disclosure Statement based on information in my credit report, market conditions, business strategy, or for any other reason. You will provide me a notice of a change in terms as required by law.

## HOW INTEREST CHARGES ARE CALCULATED

The interest charge for each billing cycle is the sum total of the interest charges calculated for each transaction category (cash, purchase, etc.). Interest charges on a transaction category are calculated by applying the MONTHLY PERIODIC RATE of that

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transaction category to the Average Daily Balance of that transaction category. The Average Daily Balance for each transaction category is determined by adding together the balance at the end of each day in the billing cycle and dividing by the number of days in the cycle.

## **HOW YOU CALCULATE MY MINIMUM PAYMENT**

Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my First Tech share or share draft account. I may pay more frequently, pay more or pay the New Balance in full, and I will reduce my interest charges by doing so. The Minimum Payment Due will be either:

- 2% of my New Balance, or \$25.00, whichever is greater; or
- My New Balance, if less than \$25.00.
- In addition, I must pay any amount on my periodic statement listed as past due along with any late charge.

## **HOW YOU APPLY MY PAYMENT**

Generally, your Minimum Payment will be applied first to interest, fees, and then to the balance with the highest **ANNUAL PERCENTAGE RATE (APR)** before balances with lower **APRs**. Payments made in excess of the Minimum Payment will be applied first to the balance with the highest **APR**, then to balances with lower **APRs** in descending order. If your revolving balances have the same **APR**, the Cash Advance balance will be paid first. If two promotional or protected balances have the same **APR**, the oldest balance will be paid first.

## **HOW TO COMPUTE THE PURCHASE BALANCE UPON WHICH INTEREST CHARGES ARE ASSESSED**

To avoid incurring additional interest charges on the balance of Purchases reflected on each periodic statement and on any new Purchases appearing on my next statement, I must pay the New Balance shown on each periodic statement on or before the Payment Due Date. The interest charges for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance of Purchases, which is determined by dividing the sum of the daily balances for the billing cycle by the number of cycle days in the cycle. Each daily balance is determined by subtracting from the Previous Balance (the outstanding balance on my Account at the beginning of the billing cycle) any payments as received and credits as posted to my Account, and excluding any unpaid interest charges. You do not add in new Purchases.

## **HOW TO COMPUTE THE ADVANCES BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED**

The interest charges on Cash Advances and Balance Transfers begins to accrue on the transaction date or the first day of the billing cycle in which it is posted to my Account, whichever is later. There is no "free ride" period (grace period). The interest charges for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance during the billing cycle, 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 (the outstanding balance on my Account at the beginning of the billing cycle) any new Cash Advances or Balance Transfers made on the Account, and subtracting any payments as received or credits as posted to my Account, but excluding any unpaid interest charges.

## **PREPAYMENT OR IRREGULAR PAYMENTS**

Though I need only pay the Minimum Payment Due as shown on my periodic statement, I understand that I have the right to repay my entire Account balance at any time without penalty. I also understand and agree that I will only be charged interest charges to the date my payment is posted to my entire Account balance. I may make larger payments without penalty, and this may reduce the total amount of interest charges that I will pay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my loan will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my Monthly Periodic interest charges.

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## **PAYMENTS BY AUTOMATIC TRANSFER**

If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated deposit account to make the scheduled loan payment. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account balance is paid in full. You may cancel this service at your discretion; however, I understand that I am still responsible for ensuring that timely payment is made to you.

## **GRACE PERIOD**

I will not incur additional interest charges if I pay the New Balance by the due date provided that either:

1. You received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the previous billing cycle's periodic statement; or
2. The previous billing cycle's ending balance was \$0.

If I have a grace period to pay the New Balance for any billing cycle, and do not pay the New Balance in full during this grace period, interest charges will be assessed on any portion of the New Balance not paid during the grace period using the Average Daily Balance method as explained above. The Payment Due Date disclosed on each periodic statement provided to me is the last day of my grace period for that statement's billing cycle. For more on how payments are applied to purchases, advances or balance transfers, see: **"HOW YOU CALCULATE MY MINIMUM PAYMENT"** above.

## **SKIP PAYMENT OPTION**

At your discretion, you may occasionally offer me an opportunity to skip my obligation to make the Minimum Payment due. I may not skip payments unless you make this offer to me. I cannot accept a skip payment offer if my Account is delinquent or in Default. When I take advantage of a skip payment offer, the interest will continue to accrue on my Account's entire unpaid balance.

## **LATE PAYMENT FEE**

You may charge my Account a Late Payment Fee in any month in which you do not receive the Minimum Payment Due by the payment due date. The late payment fee is provided in the Account Opening Disclosure Addendum.

## **RETURNED PAYMENT FEE**

If a payment you apply to my Account is returned to you unpaid for any reason, you will charge me a Returned Payment Fee. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in my regular share or checking account. The amount of the returned payment fee is provided in the Account Opening Disclosure Addendum.

## **ADDITIONAL FEES**

You may charge additional fees to my account in any month, as applicable. The fee types and amounts are provided in the Account Opening Disclosure Addendum.

## **DEBT PROTECTION COVERAGE**

If you offer credit protection on the Account and I request it, you will calculate the premium monthly by multiplying the premium rate by the outstanding balance on the Account. You will add the premium amount to the Account balance on the Billing Cycle Closing Date. The purchase of this insurance is entirely voluntary and is not required for credit approval. I acknowledge receiving a copy of the credit protection documents which contain current rates and other information. I understand and agree that if I have requested this protection coverage, I will be obligated to pay the premium(s) indicated on the election form which has been included as part of my payment. If I decide to cancel such protection, I must do so in writing, and I agree to pay all premiums up to the date you act on my request to cancel.

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## **CREDIT LIMIT**

You will set a maximum credit limit for my Account. You may change the credit limit at any time, with or without notice to me, subject to applicable law. I agree not to exceed or attempt to exceed the credit limit. I understand and agree that all purchases, cash advances and other transactions requested by me, or anyone I have permitted to use the Card(s) and /or Account, are considered authorized by me and are subject to your approval.

## **OVERDRAFT PROTECTION**

This section applies only if I have specifically requested and have obtained Overdraft Protection linking the Account with a designated First Tech checking account. An Overdraft Protection Advance is an advance of funds to my designated checking account from this Account that will prevent or cover overdrafts on my checking account. I authorize you to make Overdraft Protection Advances from the Account as provided in this Agreement and Disclosure Statement. Any Overdraft Protection Advance will post and be disclosed as Cash Advance on my periodic statement. An Overdraft Protection Advance will be made only once per day, and you will automatically transfer funds sufficient to cover the exact dollar amount of the overdraft. If the amount of available credit on my Card is less than the amount of the overdraft, you will not advance the amount to cover the overdraft.

If there is more than one person listed on the checking account (such as joint checking account) that I have linked for Overdraft Protection, then:

1. I will be responsible for all Overdraft Protection advances regardless of which person writes the check or engages in any other transaction (such as a debit card purchase) that causes the overdraft; and
2. I expressly consent to you disclosing to any other person on that checking account, that the checking account is linked to this credit card account for Overdraft Protection.

At your discretion, you reserve the right to cancel or suspend the Overdraft Protection service at any time for any reason, and you may impose other conditions on the Overdraft Protection service.

## **USING THE CARD**

I may use my card to make a purchase or obtain an advance at a participating Mastercard merchant or at a financial institution, using such means of authentication as may be required.

My Card and/or Account may not be used directly or indirectly for:

1. Any illegal activity or transaction; or
2. Any gambling, gaming, betting or similar activity or transaction.

Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge described in this paragraph is approved and processed, I will still be responsible for such charge.

## **ELECTRONIC FUND TRANSFER**

In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

## **DEFAULT**

I will be in default if:

1. I do not pay on time or in the proper amount(s);
2. I fail to live up to any of the terms of this Agreement and Disclosure Statement Addendum;

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3. My creditworthiness is impaired; or
4. I die, become insolvent or am the subject of bankruptcy or receivership proceedings.

In the event of any action by you to enforce this Agreement and Disclosure Statement Addendum, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that I will be subject to interest charges (at the applicable Monthly Periodic Rate), late charges, collection costs, reasonable attorneys' fees and court costs under the terms disclosed in this Agreement and Disclosure Statement Addendum, until I repay my entire Account balance.

## **SUSPENSION/REVOCAION OF CREDIT PRIVILEGES AND ACCELERATION**

Upon my default, I understand and agree that you have the right to temporarily or permanently suspend or terminate any and all Account and Card privileges, and/or you may demand immediate payment as permitted by law of the unpaid balance, including interest charges, late charges, your collection costs, reasonable attorney's fees and court costs. You also may increase any applicable promotional rate to the regular, non-promotional rate.

## **RESPONSIBILITY**

I agree to repay you according to the terms of this Agreement and Disclosure Statement Addendum for all purchases, advances, interest charges, late charges and any other fees and charges if any, arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you. My obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which you are not a party may direct me or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with me for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and Disclosure Statement Addendum and is also responsible for all charges on the Account, including mine.

## **UNAUTHORIZED USE**

I may be liable for the unauthorized use of the Card and/or the Account. I will not be liable for unauthorized use that occurs after I provide notification by calling 855.855.8805, or when you receive notice in writing at PO Box 2100, Beaverton, OR 97075-2100, of the loss, theft or possible unauthorized use. In any case, my liability for unauthorized use will not exceed \$50.00. My liability may be lower in cases of credit card fraud in accordance with current Mastercard Rules. "Unauthorized Use" means use of the Card on my Account, by a person other than me, who does not have actual, implied or apparent authority for such use, and from which I receive no benefit. Without limiting the foregoing, "unauthorized use" does not include any use by a third party as described below under "Authorized User".

## **TERMINATION**

You may terminate this Agreement and Disclosure Statement Addendum upon my default. Either you or I may terminate this Agreement and Disclosure Statement Addendum for other good cause or no cause. In no event shall any termination relieve me of my obligation to repay sums already borrowed, interest charges, late charges, and other fees, charges and costs, if any.

## **LIEN ON SHARES**

**I have voluntarily agreed to a lien on shares in my Mastercard Application, I understand and agree that if I am in default, you may apply all shares (except IRA accounts) then on deposit needed by you to repay my loan. To the extent you have pledged collateral securing other loans with First Tech, in the event of a default on this Account, with the exception of your personal residence, such collateral will also serve as collateral for this Account.**

## **TRANSACTION SLIPS**

My periodic statement will identify the merchant, electronic terminal or financial institution, at which the transactions were made, but sales, cash advance, credit or other slips cannot be returned with the periodic statement. I will retain copies of such slips

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furnished at the time of the transaction in order to verify my periodic statement. You may make a reasonable charge for any photocopies or slips I request.

## **FOREIGN TRANSACTIONS**

Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Mastercard Rules for currency conversion. The exchange rate between the transaction currency and the billing currency used for processing currency conversions is a rate selected by Mastercard. Rates may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences.

## **RETURNS AND ADJUSTMENTS**

Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months. You may refund such sums by depositing them in my First Tech membership account.

## **SURRENDER OF CARD(S)**

The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the Account.

## **LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY**

I will notify you AT ONCE if I believe that the Card, Account number, PIN or any combination of the three has been lost or stolen by immediately calling you at 855.855.8805. Telephoning is the best way of minimizing my possible losses. I understand that my total liability to you shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft or other unauthorized use of the Account and/or Card that occurs prior to the time I give notice to you. In some cases my liability for unauthorized transactions will be zero under applicable Mastercard Rules.

## **PAYMENTS MARKED "PAID IN FULL"**

You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement and Disclosure Statement Addendum. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative. Communications regarding any disputes must be mailed to the following address: Card Services Department, PO Box 2100, Beaverton, OR 97075-2100. Any communications sent elsewhere, or acceptance of payments marked "payment in full" or the like, will be of no legal effect. The foregoing provision does not limit any rights I have to dispute transactions on my Account under applicable federal law. Refer to "My Billing Rights" below in the Agreement and Disclosure.

## **DELAY IN ENFORCEMENT**

You can delay enforcing any of your rights under this Agreement and Disclosure Statement Addendum without losing them.

## **GOVERNING LAW**

I understand and agree that this Agreement and Disclosure Statement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law or otherwise preempted. I also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

## **INTEGRATED DOCUMENT(S)**

Any separate sheet of paper labeled "Account Opening Disclosure Addendum" which is delivered together with this form is an integrated part of the Agreement and Disclosure Statement.

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## **MEMBERSHIP REQUIREMENT**

I understand and agree that I must be, and remain, a member in good standing with you to be eligible for continuing Account and/or Card privileges including future purchases and advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not satisfactorily maintain my membership with you.

## **CREDIT INFORMATION**

I authorize you to investigate my credit standing when opening, renewing or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law.

## **CHANGE OF NAME, ADDRESS OR EMPLOYMENT STATUS**

You will send my monthly statements and Account notices to the address shown in your records. I understand and agree that I must report to you any change in my name, address or employment status. I must send you this information 21 days before the date a billing cycle closes in order to receive my monthly statement to my new address.

## **ACCURACY OF INFORMATION**

The information provided in my request for credit (application) is accurate, and I will notify you in writing immediately if there is a change in my financial condition. You may retain the application. I understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union.

## **AUTHORIZED USER**

I agree not to allow access to my Card, Account number, or personal identification number (PIN) to anyone else to use my Account, except by asking you to issue a card to grant Account access to another person. If I allow access to my Card or Account information, I will be liable for any transactions conducted by that person, unless and except as expressly required by applicable law. I agree to be responsible for all Account transactions made by anyone who I have authorized by:

1. Asking you to issue a Card to grant Account access to another person,
2. Lending my Card to, or
3. Allowing Account access by another person, or any other way in which I would be legally considered to have allowed another person to use my Account or to be legally prevented from denying that I did so.

Once I allow authority to any authorized user, I cannot limit that authority unless my Account is closed to future transactions. I, as a primary user, must call or write you with any request to cancel and revoke a person's authority. Any individual I authorize has no right to make any Account changes. Authorized users of this account may have the same access to information about the account and its users as me. First Tech may send account materials (cards, statements, and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of us will be considered notice to all of us. If any person uses the Card, such use indicates his or her agreement to pay First Tech, and you may, at your discretion, pursue the person for payment of any Outstanding Balance or any other charges they authorize. I agree to notify each authorized person that they are subject to all applicable sections of this Agreement.

## **COPY RECEIVED**

I acknowledge receipt of a copy of this Agreement and Disclosure Statement Addendum and agree to accept its terms.

**NOTICE:** See the statement below for important information regarding my right to dispute billing errors.

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## **My Billing Rights: Keep This Document for Future Use**

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

### **What To Do If I Find A Mistake On My Statement**

If I think there is an error on my statement, I must send you a secure message through online banking or write to you at:

First Technology Federal Credit Union  
Attn: Card Services  
PO Box 2100  
Beaverton, OR 97075-2100

In my letter online-banking message, I must give you the following information:

- Account information: My name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If I think there is an error on my bill, describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

1. Within 60 days after the error appeared on my statement.
2. At least 3 business days before an automated payment is scheduled, if I want to stop payment on the amount I think is wrong.

I must notify you of any potential errors in writing. I may call you, but if I do, you are not required to investigate any potential errors and I may have to pay the amount in question.

### **What Will Happen After You Receive My Letter**

When you receive my letter, you must do two things:

1. Within 30 days of receiving my letter, you must tell me that you received my letter. You will also tell me if you have already corrected the error.
2. Within 90 days of receiving my letter, you must either correct the error or explain to me why you believe the bill is correct.

### **While you investigate whether or not there has been an error:**

- You cannot try to collect the amount in question or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

### **After you finish your investigation, one of two things will happen:**

1. If you made a mistake: I will not have to pay the amount in question or any interest or other fees related to that amount.
2. If you do not believe there was a mistake: I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

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If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us. If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.

## **My Rights If I Am Dissatisfied With My Credit Card Purchases**

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I 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 my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not yet have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I may contact you in writing at:

First Technology Federal Credit Union  
Attn: Card Services  
PO Box 2100  
Beaverton, OR 97075-2100

While you investigate, the same rules apply to the disputed amount as discussed above. After you finish your investigation, you will tell me your decision. At that point, if you think I owe an amount and I do not pay, you may report me as delinquent.

**Questions concerning my Mastercard Card Account with First Technology Federal Credit Union can be directed to the Card Services Department, PO Box 2100, Beaverton, OR 97075 - 2100 or by calling 855.855.8805, Monday - Friday, 6am to 6:30pm Pacific Time.**