



# Credit Union of Texas Credit Card Agreement

(Please retain for your records)

TERMS USED IN THIS AGREEMENT: "You" and "your" mean any person who signs this Agreement or uses the card. "Credit Union" means Credit Union of Texas or its successor. "The card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the card" means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use of the card" means use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you received no benefit.

EXTENSIONS OF CREDIT: If your application is approved, the Credit Union may, at its discretion, establish a Credit Card account in your name and cause one or more cards to be issued to you or those designated by you. You can use your account to buy goods and services or obtain cash advances any place the card is honored. In addition, if available, the Credit Union can send you a supply of Convenience Checks, and you can get an advance from your account simply by writing a Check. Any Check written by you must be in an amount not less than \$100 or the Credit Union is not obligated to honor it. You authorize the Credit Union to pay for your account all items reflecting credit purchases and cash advances obtained through the use of the card or your Convenience Checks. You may not use, or allow someone to use, your card or Convenience Checks for any illegal transaction. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to be for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify the Credit Union that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must let the Credit Union know in writing and if he or she has a card or Convenience Checks, you must obtain possession of such Checks and you must return that card with your written notice for it to be effective.

CONVENIENCE CHECKS: If available, you may use the Convenience Checks to obtain a cash advance or purchase goods or services up to your available credit limit. You understand and agree that if you write a Convenience Check, which would cause the outstanding balance in your account to exceed your credit limit, such Check will be dishonored and will be returned unpaid by the Credit Union. Convenience Checks may be used like any other checks; however, you agree that you will not make any payment on your account with a Convenience Check. All Convenience Checks will be treated as a cash advance for the purpose of computing FINANCE CHARGES. You understand that Convenience Checks paid by the Credit Union will not be returned to you. Each user of your account may sign the Convenience Checks without the signature of any other party to this Agreement. Charges that apply in connection with the use of Convenience Checks are as follows: Copy of Paid Check \$5; Stop Payment on Check \$20; Non-Sufficient Funds Check (NSF) \$15. Fees will be assessed at the time they are incurred.

CREDIT LIMITS: You promise that payments made for your account resulting from use of the card will, at no time, cause the outstanding balance in your account to exceed your credit limit as established by the Credit Union or as adjusted from time to time at the discretion of the Credit Union. You agree that if you do exceed this limit, the Credit Union can still charge you for all purchases and advances, without giving up any of its rights under this Agreement. You must pay any amount over your credit limit at the Credit Union's request. You understand that if you write a Check under this Agreement which causes you to exceed your credit limit, then the Credit Union is under no obligation to pay it, and it may be returned to the payee unpaid.

PROMISE TO PAY: You promise to repay the Credit Union all payments made for your account resulting from use of the card or Convenience Checks plus a FINANCE CHARGE on the unpaid balance. At the end of each monthly billing cycle, you will be furnished with a periodic statement showing (i) the "previous balance" (the outstanding balance in the account at the beginning of the cycle), (ii) the amount of all cash advances, purchases and FINANCE CHARGES posted to your account during the billing cycle, (iii) the amount of all payments and credits posted to your account during the billing cycle, and (iv) the "new balance" which is the sum of (i) and (ii) less (iii). You agree to pay on or before the "payment due date" shown on the periodic statement either the entire "new balance," or a minimum payment equal to 3% of the "new balance," or \$15, whichever is greater. If the "new balance" is \$15 or less, you will pay it in full. The Credit Union may, at its option, offer you the opportunity to skip a payment if you so desire. If you do decide to skip a payment, interest will continue to accrue on the entire balance at the disclosed periodic rate. If there are two or more who sign this Agreement, then each of you are liable, jointly and severally, for all balances, including balances created by any person who signs a Convenience Check under this Agreement, without regard to whether they authorized the signing of a particular Check.

COST OF CREDIT: You will pay a FINANCE CHARGE for all advances made against your account at the periodic rate of: 040821% per day for MasterCard®, which has a corresponding ANNUAL PERCENTAGE RATE of 14.9%; 035342% per day for MasterCard Gold, which has a corresponding ANNUAL PERCENTAGE RATE of 12.9%; 035342% per day for Advantage MasterCard, which has a corresponding ANNUAL PERCENTAGE RATE of 12.9%; 0260271% per day for Share Secured MasterCard, which has a corresponding ANNUAL PERCENTAGE RATE of 9.5%; 026712% per day for Platinum MasterCard, which has a corresponding ANNUAL PERCENTAGE RATE of 9.75%; 040821% per day for VISA®, which has a corresponding ANNUAL PERCENTAGE RATE of 14.9%; and 035342% per day for VISA Gold, which has a corresponding ANNUAL PERCENTAGE RATE of 12.9%. Cash advances incur a FINANCE CHARGE from the date they are posted to the account. New purchases will not incur a FINANCE CHARGE on the date they are posted to the account if you have paid the account in full by the due date shown on your previous monthly statement or if there was no previous balance. No additional FINANCE CHARGE will be incurred whenever you pay the account in full by the due date. The FINANCE CHARGE is figured by applying the periodic rate to the "balance subject to FINANCE CHARGE" which is the "average daily balance" of your account each day, adding any new purchases or advances, and subtracting any payments or credits, and unpaid FINANCE CHARGES. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the "average daily balance." The FINANCE CHARGE is computed from the date each transaction is posted to your account. There is no free period within which the "new balance" may be paid without incurring a FINANCE CHARGE. The FINANCE CHARGE is determined by multiplying the "average daily balance" by the number of days in the billing cycle and applying the periodic rate to the product. You may pay any amounts outstanding at any time without penalty for early payment.

LATE PAYMENT FEE: If any payment is past due for a period of more than ten (10) days, you will be charged a late charge of \$15 or 5% of the unpaid portion of a payment that is late, whichever is less.

OVER-THE-CREDIT-LIMIT FEE: If you make a purchase or obtain a cash advance which caused the outstanding balance in your account to exceed your credit limit by 5% or more, you will be charged an over-the-credit-limit fee of \$10 per month for as long as you exceed your credit limit. Any charge made under this paragraph will be added to the balance of your account and treated as a credit purchase.

RETURNED CHECK SERVICE CHARGES: A returned check service charge of \$15 may be assessed against your account for each check not honored which you send as payment for your account. In addition, the Credit Union may assess a \$10 charge for each Convenience Check you write which causes you to exceed your credit limit or that is otherwise returned to the payee unpaid.

STOP PAYMENT ORDERS: The Credit Union's rules for stopping payment on ordinary checks apply to stopping payment on your Convenience Checks written under this Agreement. If you ask the Credit Union to stop payment or renew a stop payment order, you will be charged for each order or renewal of an order the amount then being charged by the Credit Union for all of its checking accounts.

POSTDATED CHECKS: You agree not to write postdated Convenience Checks, and you further agree to hold the Credit Union harmless from any and all losses and liability incurred due to the inadvertent payment by the Credit Union of a postdated Convenience Check written by you.

OTHER ACCOUNT CHARGES: If you ask the Credit Union for documentary evidence (i.e., copies of your statements and checks) in connection with a billing error resolution, for your income tax evidence, or for any other purpose, you will be charged the same amount per page then being charged by the Credit Union for all of its checking accounts for that service. If you ask the Credit Union for statement research and reconstruction services for any reason, you will be charged the same hourly rate then being charged by the Credit Union for all of its checking accounts for that service. If the Credit Union dishonors one of your Convenience Checks, whether because it would cause your account balance to exceed your credit limit or for any other reason the Credit Union is entitled to dishonor a Check, you will be charged for each instance of dishonor the same amount then being charged by the Credit Union for all of its checking accounts for a check returned for insufficient funds in a regular account. A list of the current charges for these situations and for stop payment orders and continuations

of those orders has been provided to you along with this Agreement. The Credit Union reserves the right to change these charges at any time, without notice to you.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. For MasterCard, you will not be liable for any unauthorized use of your Card if you notify our designee orally or in writing at the Credit Card Center, PO Box 815909, Dallas, TX 75381-5909, telephone number 1-800-442-4757, of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with the Card; (2) you have not reported two or more incidents of unauthorized Card use within the previous 12 months; and (3) you have maintained your account in good standing. The foregoing liability limitation does not apply to ATM cash advance transactions. In any case, your maximum liability for unauthorized use of the Card will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

For VISA, you may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card if you notify our designee orally or in writing at the Credit Card Center, PO Box 815909, Dallas, TX 75381-5909, telephone number 1-800-442-4757, of the loss, theft, or possible unauthorized use. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your account or your Card, nor does it apply in the case of cash advances obtained at an ATM. In any case, your liability for unauthorized use will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

CREDITING OF PAYMENTS: If your payment is received by 2:00 p.m., Central Time (during the Credit Union's designee's business day at the address designated on the periodic statement), it will be credited to your account on the date of receipt. IF PAYMENT IS MADE AT ANY LOCATION OTHER THAN SAID DESIGNATED ADDRESS, CREDIT FOR SUCH PAYMENT MAY BE DELAYED UP TO FIVE (5) DAYS. Payments or credits will be applied first to the FINANCE CHARGE reflected on the most recent periodic statement, any fees indicated thereon, and the remainder to the unpaid balance.

DEFAULT: You will be in default: (1) if you fail to make any payment on time; (2) if you exceed your authorized credit limit; (3) if you fail to keep any promises you have made under this or any other agreement with the Credit Union; (4) if you are the subject of an order for relief under Title II of the U.S. Code (Bankruptcy); (5) if anyone tries, by legal process, to take any of your money in the Credit Union; (6) if you have given the Credit Union false or inaccurate information in obtaining your card; or (7) if anything happens which the Credit Union reasonably believes endangers your ability to repay what your owe.

**SECURITY: As a condition of opening this account, issuing you a card (or cards), and extending you credit under this agreement, you specifically grant us a security interest in all individual and joint accounts you have with us now and in the future to secure your obligations under this Agreement, including repayment of all credit extensions. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. If you have other loans with us, now or in the future, collateral securing those loans may also secure your obligations under this Agreement. The terms of the security agreement describing the collateral in question will determine if the collateral also secures your obligations under this Agreement.**

ACCELERATION: If you are in default, the Credit Union may call any amounts you still owe immediately due and payable plus FINANCE CHARGES which shall continue to accrue until the entire amount is paid. You waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owing under this Agreement. The card and the Convenience Checks remain the property of the Credit Union at all times, and you agree to immediately surrender the card and the Convenience Checks on the demand of the Credit Union. You agree to pay all reasonable costs of collection, including court costs and attorney fees, imposed, and any cost incurred in the recovery of the card or the Checks.

CONFORMING CHARGES TO APPLICABLE LAW: Notwithstanding any other provisions contained in this Agreement, the Credit Union does not intend to charge, and you shall not be required to pay, any amount of FINANCE CHARGES or other fee or charge that is in excess of the maximum permitted by applicable law. Any payments in excess of the maximum shall be refunded to you or credited against your principal balance at the option of the Credit Union.

NON-WAIVER: The Credit Union can accept late payment(s) or check(s) or money order(s) marked "Payment in Full" without losing any of its rights under this Agreement. The Credit Union can also delay enforcing any of its rights under this Agreement without losing them.

TERMINATION OR CONVERSION: The Credit Union can, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from the use of the card or using your Convenience Checks as well as FINANCE CHARGES and other related charges.

If you maintain an Advantage Checking account with the Credit Union, you agree that upon termination or closing of your Advantage Checking Account, whether such termination or closing is made by you or the Credit Union, the applicable periodic rate and applicable corresponding ANNUAL PERCENTAGE RATE used to compute the FINANCE CHARGE under this Agreement will change and will convert to the rates in effect at the Credit Union at that time for Credit Union MasterCard account holders who do not maintain an Advantage Checking account with the Credit Union.

If you maintain a Share Secured MasterCard account with the Credit Union, you agree that upon conversion to a MasterCard account (subject to Credit Union approval), termination or closing of your Share Secured MasterCard account, whether such conversion, termination, or closing is made by you or the Credit Union, the applicable periodic rate and applicable corresponding ANNUAL PERCENTAGE RATE used to compute the FINANCE CHARGE under this Agreement will change and will convert to the rates in effect at the Credit Union at that time for Credit Union MasterCard account holders who do not maintain a Share Secured MasterCard account with the Credit Union.

CHANGE OF TERMS: The Credit Union may change or modify the terms of this Agreement, including the periodic rate, from time to time, upon written notice to you at your last known address as shown on the Credit Union records and all such changes or modifications shall become effective upon the date and in the manner specified in the notice. Any change may affect current and future balances and will be subject to the special conditions contained in the notice.

MASTERCARD CURRENCY CONVERSION: If you effect an international transaction with MasterCard, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your account. We will charge a 1% Foreign Transaction Fee on all international purchases, cash disbursements, and account credit transactions.

VISA CURRENCY CONVERSION: If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchases, cash disbursements, and account credit transactions.

VISA EMERGENCY CASH/EMERGENCY CARD REPLACEMENT SERVICES: You acknowledge that we may provide personal data concerning you to VISA USA, its members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered as part of the total agreement and cannot, in any way, be severed from it. However, you also agree that if any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You should understand that the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas.

The Credit Union does not warrant any merchandise or services purchased by you with the card or the Checks. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card or your checks. If you move, you agree to immediately notify the credit Union in writing of your new address.

By signing this Application and any other related documents or using the card or writing a Convenience Check, each person agrees to all the terms and conditions and promises to perform all the obligations, requirements, and duties contained in this Agreement. The person signing as Borrower acknowledges receipt of a copy of this Agreement.