

## Important Account Pricing and Terms

Interest Rates and Interest Charges	Platinum Plus MasterCard <sup>®1</sup>	World Rewards MasterCard <sup>®1</sup>	Cash Rewards MasterCard <sup>®1</sup>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>12.24% to 17.99%</b> This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate. <sup>2,3</sup>	<b>13.24% to 17.99%</b> This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate. <sup>2,3</sup>	<b>14.24% to 17.99%</b> This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate. <sup>2,3</sup>
<b>APR for Balance Transfers</b>	<p><b>9.90%</b> APR for Balance Transfers for qualified applicants based on creditworthiness made within ninety (90) days from the anniversary date of account opening.<sup>4</sup> This APR will be non-variable. Otherwise, <b>17.99%</b> APR will apply for Balance Transfers. This APR will be non-variable.</p> <p><b>12.24% to 17.99%</b> APR for Balance Transfers made ninety-one (91) days or more from the anniversary date of account opening. This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate.<sup>2,3</sup></p>	<p><b>9.90%</b> APR for Balance Transfers for qualified applicants based on creditworthiness made within ninety (90) days from the anniversary date of account opening.<sup>4</sup> This APR will be non-variable. Otherwise, <b>17.99%</b> APR will apply for Balance Transfers. This APR will be non-variable.</p> <p><b>13.24% to 17.99%</b> APR for Balance Transfers made ninety-one (91) days or more from the anniversary date of account opening. This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate.<sup>2,3</sup></p>	<p><b>9.90%</b> APR for Balance Transfers for qualified applicants based on creditworthiness made within ninety (90) days from the anniversary date of account opening.<sup>4</sup> This APR will be non-variable. Otherwise, <b>17.99%</b> APR will apply for Balance Transfers. This APR will be non-variable.</p> <p><b>14.24% to 17.99%</b> APR for Balance Transfers made ninety-one (91) days or more from the anniversary date of account opening. This APR will be based on your creditworthiness and will vary with the market based on the Prime Rate.<sup>2,3</sup></p>
<b>APR for Cash Advances</b>	<b>17.99%</b>		
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging you interest on cash advances and balance transfers on the transaction date.		
<b>Minimum Interest Charge</b>	None		
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>		
<b>Fees</b>			
<b>Annual Fee</b>	None		
<b>Transaction Fees</b>	<p><b>Foreign Transaction Fee</b> Up to 1% of each transaction in U.S. dollars</p> <p><b>Cash Advance Fee</b> None</p> <p><b>Balance Transfer Fee</b> None</p>		
<b>Penalty Fees</b>	<p><b>Late Payment Fee</b> Up to \$25</p> <p><b>Returned Payment Fee</b> Up to \$20</p> <p><b>Over-the-Credit-Limit Fee</b> None</p> <p><b>Penalty APR</b> None</p>		

The minimum monthly payment is 2% of your total new balance, or \$30, whichever is greater. See your Credit Card Agreement for more details.

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Credit Card Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions, and how to exercise those rights, is provided in your Credit Card Agreement.

The information about the costs of the credit cards described herein is accurate as of **01/01/2019**. This information may change after that date. To find out what may have changed, call 1-800-333-9934 or write to EECU at PO Box 1777, Fort Worth, TX 76101-1777.

**SECURITY: BY AGREEING TO THE TERMS OF THE CREDIT CARD AGREEMENT, OR BY USING THE CARD OR THE ACCOUNT, YOU UNDERSTAND AND ACKNOWLEDGE THAT (1) YOU WILL BE GRANTING EECU A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH EECU, NOW AND IN THE FUTURE, TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THE CREDIT CARD AGREEMENT AND (2) THE GRANTING OF SUCH SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT FROM EECU. IF YOU ARE IN DEFAULT UNDER THE TERMS OF THE CREDIT CARD AGREEMENT, YOU AUTHORIZE EECU TO TAKE MONEY FROM ANY OF YOUR NON-EXEMPT ACCOUNTS AND APPLY IT TO WHAT YOU OWE EECU. IF YOU DON'T AGREE TO THE CONSENSUAL SECURITY INTEREST, YOU SHOULD NOT USE THE CARD OR THE ACCOUNT.**

You further understand and acknowledge that shares and deposits in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving.

Any term, condition or provision in this credit transaction, or in any other agreement, document or disclosure, contrary to the Military Lending Act (MLA) are void for the period(s) during which you are entitled to the protections of the MLA. The other terms, conditions and provisions will remain in effect.

**U.S. Patriot Act:** Federal law requires us to obtain, verify, and record information that identifies each person who opens an account in order to help the government fight the funding of terrorism and money laundering activities. To process the application and open an account, we will ask for your name, street address, date of birth and other identifying information, and we may also ask for identifying documents.

EECU issues your credit card under the Credit Card Agreement and Disclosure Statement ("Credit Card Agreement") for your MasterCard® Account.

**Additional State Specific Disclosures: Texas law governs the Credit Card Agreement and your Account without regard to conflicts of law.**

California residents: Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Maryland residents: You have the right under Maryland Commercial Law Section 12-510 to receive an answer to a written inquiry concerning the status of your account. Finance charges will be imposed on the outstanding balances from month to month in amounts or at rates not in excess of those permitted by law.

New Jersey residents: Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

New York and Vermont residents: At any time, we may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

Ohio residents: Ohio anti-discrimination laws require creditors to make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Oregon residents: Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

Rhode Island residents: A credit report may be requested in connection with a credit card application.

Vermont residents: Notice to Co-signer – Your signature on the note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has equal right to collect from you.

Married Wisconsin residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. The creditor may give notice of the opening of any credit account to the applicant's spouse. IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.

<sup>1</sup> The World Rewards MasterCard® and the Cash Rewards MasterCard® offer enhanced rewards programs and are available as an option to qualified applicants only, based on creditworthiness. Details regarding card benefits will be provided to you. Certain restrictions apply and card benefits are subject to change. All extensions of credit are subject to credit approval and EECU lending policies. You must be at least 18 years of age and a U.S. citizen or permanent resident. Membership in EECU is required. This limited time offer is subject to change at any time without notice.

<sup>2</sup> Subject to any applicable Introductory or Promotional Rate, after your Account has been open for at least one year, your APR for purchases and balance transfers may also change within the range stated above based on your creditworthiness.

<sup>3</sup> Prime Rate: Variable APRs are based on the **5.50% Prime Rate** as of **01/01/2019**. The Prime Rate is subject to change.

<sup>4</sup> EECU will not process any balance transfer requests that are from any other account or loan that EECU has issued. Additional terms and conditions apply.

# EECU

PO Box 1777, Fort Worth, TX 76101-1777

## CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR MY MASTERCARD® ACCOUNT

**BY USING THE CARD OR THE ACCOUNT, I AGREE TO ALL OF THE TERMS AND CONDITIONS, AND PROMISE TO PERFORM ALL THE OBLIGATIONS, REQUIREMENTS, AND DUTIES CONTAINED IN THIS AGREEMENT, AND I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND ANY APPLICABLE SUPPLEMENTAL OR ADDITIONAL DISCLOSURE.**

**TERMS USED IN THIS AGREEMENT:** This Credit Card Agreement and Disclosure Statement covers my Platinum Plus MasterCard®, World Rewards MasterCard®, or Cash Rewards MasterCard® credit card account ("Account") as applicable ("Agreement"). In this Agreement, the words "I," "me," "my," "we," "us," "our," "Applicant," and "Cardholder" mean any person who signs this Agreement, is issued a Card, or uses the Card or the Account. "Key Account Holder" means the Key/Primary Account Applicant (or such other term of similar meaning) as set forth in the application for an Account. "You," "your," and "Credit Union" mean the credit union named above. The "Card" means any credit card issued to me or those designated by me under the terms of this Agreement. "Use of the Card" means any procedure used by me, or someone authorized by me, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use" means the use of my Card 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. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

**COMMUNICATIONS: TO HELP ENSURE QUALITY MEMBER SERVICE, I CONSENT TO THE MONITORING AND RECORDING OF TELEPHONE CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN YOU AND ME.**

**SUBJECT TO YOUR PRIVACY POLICY, I AGREE THAT YOU MAY CONTACT ME FOR ANY PURPOSE AT ANY ADDRESS (ELECTRONIC OR OTHERWISE) OR TELEPHONE NUMBER I HAVE PROVIDED TO YOU, DIRECTLY OR INDIRECTLY, INCLUDING ANY MAILING OR PHYSICAL ADDRESS, E-MAIL ADDRESS, TELEPHONE OR CELLULAR TELEPHONE NUMBER, AND THROUGH ANY OTHER THEN AVAILABLE COMMUNICATION CHANNEL SUCH AS TEXT MESSAGING AND VOICE OVER INTERNET PROTOCOL (VoIP) SERVICE. VOICE AND DATA CHARGES IMPOSED BY MY COMMUNICATIONS CARRIER ARE MY RESPONSIBILITY. FOR ANY COMMUNICATION, INCLUDING TELEPHONE OR CELLULAR CALL, YOU PLACE OR OTHERWISE DIRECT TO ME, I AGREE THAT THOSE CALLS MAY**

**BE AUTOMATICALLY DIALED AND/OR USE PRE-RECORDED/ARTIFICIAL VOICE MESSAGES.**

**IF I PROVIDE YOU AN E-MAIL ADDRESS, SUBJECT TO YOUR PRIVACY POLICY, YOU MAY SEND EMAIL MESSAGES TO ME, INCLUDING THOSE CONCERNING CURRENT AND ADDITIONAL MEMBER BENEFITS AVAILABLE TO ME.**

**THIS AGREEMENT SHALL CONSTITUTE MY EXPRESS WRITTEN CONSENT, AS MAY BE REQUIRED BY ANY COMMUNICATIONS RELATED STATUTE, RULE OR REGULATION INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT, AS AMENDED.**

**EXTENSION OF CREDIT:** If my application is approved, the Credit Union may, in its discretion, establish an Account in my name and cause one or more Cards to be issued to me or those designated by me. In such event, I authorize you to pay for my Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card.

**TERMINATION.** You reserve the right to refuse to honor any request for credit, to reduce my credit limit or terminate my account at any time using your sole discretion, based on changes in the economy, the Credit Union's financial condition, my creditworthiness or for any other reason not prohibited by law.

**JOINT APPLICANT LIABILITY:** If this Agreement is executed by more than one person, then notwithstanding any provision of this Agreement designating responsibility to any one Cardholder for remitting payments, we each shall be jointly and individually liable to you for all charges made to the Account, including applicable fees. In addition, we agree that each of us designates the other as agent for the purpose of making purchases extended under this Agreement and each use of our Account shall be an extension of credit to all. Notice to one of us shall constitute notice to all. Any joint Cardholder may remove him or herself from responsibility for future purchases at any time by notifying the Credit Union in writing. However, removal from the Account does not release us from any liability already incurred.

**CONVENIENCE CHECKS:** You may, at your discretion, issue checks to me which may be used for any purpose other than making a payment for credit to my Account. By signing such checks, I authorize you to pay the item for the amount indicated and post such amount as a cash advance to my Account. You do not have to pay any item which would cause the outstanding balance in my Account to exceed my credit limit. Charges that apply in connection with the use of Convenience Checks are reflected in this Agreement.

**STOP PAYMENT ORDERS:** I agree that your rules for stopping payment on ordinary checks apply to stopping payment on my Convenience Checks. If I ask you to stop payment or renew a stop payment order, I will be charged for each order or renewal of each order the amount then

being charged under all of your checking accounts for stopping payment of an item.

**OTHERS USING THE ACCOUNT:** If I allow anyone else to use my Card, I will be liable for all credit extended to such persons. I promise to pay for all purchases, balance transfers, and cash advances made by anyone whom I authorize to use my Card, whether or not I notify you that the person I authorize will be using it. If someone else is authorized to use my Card and I want to end that person's privilege, I must notify you in writing, and if that person has a Card, I must return the Card with my written notice for it to be effective.

**CREDIT LIMITS:** I promise that payments you make for my Account resulting from use of the Card will at no time cause the outstanding balance of my Account to exceed my credit limit as established by you or as adjusted from time to time at your discretion. If I exceed my credit limit, you can still charge me for all purchases and advances without giving up any of your rights. If I write a Convenience Check that causes me to exceed my credit limit, you are under no obligation to pay such check, and it may be returned to the payee unpaid at your option.

**FAMILY ACCOUNT:** If I have applied for a Family Account, this Agreement supersedes any previous Credit Card Agreement and Disclosure Statement that may have been previously provided to me in connection with my Credit Union Card Account. This Account is either the primary Family Account (the "Key Account") or an additional Family Account on which the Key Account Holder is an obligor (a "Dependent Account"). All of the Key Account Holder's Family Accounts are linked, which permits the Key Account Holder to receive statement information for all of the accounts, monitor account activity, and set Dependent Account credit limits within limits you establish. Each statement period, the Credit Union will send the Key Account Holder a group periodic statement covering the activity for this Account and all other linked accounts. If this Account is designated as a "Parent Pay" Account, then the Key Account Holder will receive the official periodic statement for the Key Account and each Dependent Account, which includes all activity for each Dependent Account. The Key Account Holder will be responsible for remitting payment for the Key Account and all linked Parent Pay Accounts. The Key Account Holder for a Parent Pay Account may designate that a separate courtesy Account statement be sent to certain other Dependent Account Cardholders. If this Account is designated as a "Dependent Pay" Account, then the Credit Union will send the official periodic statement to the designated dependent (or, if there is more than one dependent, to the dependent designated by the Key Account Holder) and the designated dependent will be responsible for remitting payments. In such event, the Key Account Holder's periodic statement will include only the Account balance, status, and payment information for the Dependent Pay account. The Key Account Holder is responsible for ensuring that the designated dependent makes payments as required by the terms of this Agreement. Regardless of whether the Key Account Holder designates this Account as a Parent Pay or a

Dependent Pay Account, the Cardholder to whom you send the official periodic statement for this Account is the person responsible for remitting this Account's required payment to us by the "Payment Due Date" shown on the official periodic statement. Each Applicant, however, remains responsible for ensuring that payments are made as required and is liable to you for all charges made to the Account. If this is a joint Account, please refer to the Joint Applicant Liability section below.

**PROMISE TO PAY:** I promise to pay you or your designee in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by me or anyone whom I authorize to use the Card or Account; (b) **INTEREST CHARGES** and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; (d) credit in excess of my credit limit that you may extend to me; and (e) other charges added to my Account under the terms of this Agreement or any other agreement with you. At the end of each monthly billing cycle for which I have a balance on my Account, I will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Late Charges, Annual Fees, **INTEREST CHARGES**, and other charges or fees posted to my Account during the billing cycle, (iii) the amount of all payments and credits posted to my Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

I agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment Due of 2% of the New Balance or \$30.00, whichever is greater, plus any amount in excess of the credit limit established by you and any past due minimum payments. If the New Balance is \$30.00 or less, I agree to pay it in full. I may make extra payments in advance of the due date without a penalty, and I may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in my Account.

**Minimum Payment Warning: If I make only the Minimum Payment each period, I will pay more in interest and it will take me longer to pay off my balance.**

If my Account is a Family Account, the official periodic statement you send to the Key Account Holder will reflect a separate and a combined minimum payment for the Key Account and all of the linked Parent Pay Dependent Accounts. The Key Account Holder may remit separate payments for the Key Account and each Parent Pay Dependent Account or combine payment for the Accounts. If a payment sent to your physical payment address is combined, then the combined payment will be allocated among the linked Key Account and Parent Pay Dependent Accounts as follows, unless I tell you

otherwise in a manner approved by you when I send the payment: Payment will first be applied to pay any delinquent amount due on the Key Account or Parent Pay Dependent Accounts. I may not change the payment allocation priority of amounts applied to delinquent amounts. You will then apply any remaining amount to pay the remaining required minimum payment for the Key Account and each Parent Pay Dependent Account. Any remaining excess amount will be applied to the Key Account and Parent Pay Dependent Accounts according to each Account's balance as a percentage of the Parent Pay Family Account group's aggregate balance, except that if applicable, you will apply any payment received in excess of the required minimum payment amount for each Account to the balances with the highest interest rates first. If an unspecified combined payment is not adequate to pay the required minimum payment for the Key Account and each Parent Pay Dependent Account, then the payment may be applied among the Key Account and Parent Pay Dependent Accounts in your discretion. Payments made by way of the **GoToMyCard.com** website or by way of any other automated means will be applied entirely to the Account associated with the payment. I acknowledge and agree that, if I make payments electronically or by way of another automated means, I must make separate payments of at least the Minimum Payment due for the Key Account and each Parent Pay Dependent Account in order to satisfy my payment obligations under this Agreement and any other Parent Pay Dependent Account card agreement I have with you.

Any payment submitted by me in the form of a check or other paper document may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the original check or other document that I send to you will not be returned, but a copy may be available if requested.

You may, at your discretion, withhold a portion of available credit on my Account up to the amount of any payments in order to assure that the check or other payment instrument is honored. I may not make a payment on my Account using any credit or loan account (including without limitation, any instrument drawn of my Account) held at Credit Union, and you may refuse any such payments in your sole discretion.

**FEES: Late Payment Fee:** The greater of 5% of the Minimum Payment Due or \$5, with a maximum fee of \$25, but if the Minimum Payment Due for any statement period is ever less than \$5, then the Late Payment Fee for that statement period will not exceed an amount equal to the Minimum Payment Due.

**Returned Payment Fee:** \$20 or an amount equal to the Minimum Payment Due, whichever is less.

**Foreign Transaction Fee:** Up to 1% of the transaction amount in U.S. dollars.

**Convenience Check Fees:** Copy of paid check: \$4.00; Stop Payment on Check: \$20. Fees will be assessed at the time they are incurred.

**COST OF CREDIT:** I will pay an **INTEREST CHARGE** for all advances made against my Account. **INTEREST CHARGES** for cash advances and balance transfers begin to accrue on the transaction date. New purchases will not incur an **INTEREST CHARGE** on the date they are posted to my Account if I have paid the Account in full by the Payment Due Date shown on my previous monthly statement, or if there was no previous balance.

My Account may, as applicable, feature an Introductory or Promotional **ANNUAL PERCENTAGE RATE** for certain transaction or balance transfer categories. If I am a qualified applicant and my Account features an Introductory or Promotional Rate, the Introductory or Promotional Rate will be non-variable. If I am not a qualified applicant and/or my Account does not feature an Introductory or Promotional Rate, I will not qualify for the Introductory or Promotional Rate. After an Introductory or Promotional Rate period, if any, or if an Introductory or Promotional Rate is not applicable when my Account is opened, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers is variable and may increase. The **ANNUAL PERCENTAGE RATE** for purchases and balance transfers is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the last business day of each month and is subject to change monthly. Any change in the Index will be effective on the first day of the billing cycle following the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments. If *The Wall Street Journal* does not publish the Prime Rate, or if it changes the definition of the Prime Rate, you may, in your sole discretion, substitute another index.

**INTRODUCTORY OR PROMOTIONAL RATE – IF AND AS APPLICABLE:** If I am a qualified applicant and my Account features an Introductory or Promotional Rate, balance transfers made within ninety (90) days of the anniversary date of the opening of my Account, the daily periodic rate for balance transfers will be non-variable at **.027123%**, which corresponds to an **ANNUAL PERCENTAGE RATE** of **9.90%**. Otherwise, the daily periodic rate for balance transfers will be non-variable at **.049288%**, which corresponds to an **ANNUAL PERCENTAGE RATE** of **17.99%**. Balance transfers may only be made from other companies or financial institutions to which I owe a balance. I may not request a balance transfer on existing obligations I owe to you. If I request a balance transfer that would cause my Account to exceed its credit limit, you may at your option, (a) post the entire balance transfer requested to my Account, (b) post only a portion of the balance transfer requested up to the amount of credit available under my Account, or (c) refuse to process the entire balance transfer requested. For all Accounts, the daily periodic rate for balance transfers, made ninety-one (91) days or more from the anniversary date of the opening my Account, will be

based on my creditworthiness and will vary with the market based on the Prime Rate as more specifically herein provided.

I understand that I should not transfer any disputed purchase or other charge amount, as I may lose my dispute rights. I also understand that I should continue to make payments on my other account until I have confirmed this balance transfer has been received. Once approved, you may pay the amount of the balance transfer directly to that issuer. The available credit limit for my new card will be reduced by the total amount of the transfers, including any applicable fees, you approve. I further understand that balance transfers are made available at your discretion.

Subject to any Introductory or Promotional Rate, for the *Platinum Plus MasterCard*<sup>®</sup> Account, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers in any given billing cycle will be the Index plus a margin rate ranging from 6.74% - 14.74%, depending on my creditworthiness and may be adjusted from time to time based on my credit standing. The specific purchases and balance transfers **ANNUAL PERCENTAGE RATE** and margin rate for the *Platinum Plus MasterCard*<sup>®</sup> Account will be set forth on the Additional Disclosure that will be provided to me after my application has been approved.

Subject to any applicable Introductory or Promotional Rate, for the *Platinum Plus MasterCard*<sup>®</sup> Account, in addition to the variable-rate aspects of my Account, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers is also based on certain creditworthiness criteria and may be adjusted from time to time based on my credit standing. After my *Platinum Plus MasterCard*<sup>®</sup> Account has been open for at least one year, you may review my creditworthiness from time to time, including when I request a credit limit increase, and adjust my daily periodic rate for purchases and balance transfers within a range of **.033534% to .049288% (12.24% to 17.99% ANNUAL PERCENTAGE RATE)** by notifying me in accordance with applicable law. If my **ANNUAL PERCENTAGE RATE** is changed based on my creditworthiness, my margin rate will be adjusted. Increases in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will remain in effect for at least six months and may remain in effect indefinitely. Any change in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will only apply to purchase and balance transfer advances made after the effective date of the change if the change is an increase in my **ANNUAL PERCENTAGE RATE**, and will apply to both existing balances of purchases and balance transfers and new purchase and balance transfer advances made after the effective date of the change if the change is a decrease in my **ANNUAL PERCENTAGE RATE**. Purchase and balance transfer balances existing before the effective date of a rate increase due to a change in my margin rate will remain subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change.

Subject to any applicable Introductory or Promotional Rate, for the *World Rewards MasterCard*<sup>®</sup> Account, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers in any given billing cycle will be the Index plus a margin rate ranging from 7.74% - 14.74%, depending on my creditworthiness and may be adjusted from time to time based on my credit standing. The specific purchases and balance transfers **ANNUAL PERCENTAGE RATE** and margin rate for the *World Rewards MasterCard*<sup>®</sup> Account will be set forth on the Additional Disclosure that will be provided to me after my application has been approved.

Subject to any applicable Introductory or Promotional Rate, for the *World Rewards MasterCard*<sup>®</sup> Account, in addition to the variable-rate aspects of my Account, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers is also based on certain creditworthiness criteria and may be adjusted from time to time based on my credit standing. After my *World Rewards MasterCard*<sup>®</sup> Account has been open for at least one year, you may review my creditworthiness from time to time, including when I request a credit limit increase, and adjust my daily periodic rate for purchases and balance transfers within a range of **.036274% to .049288% (13.24% to 17.99% ANNUAL PERCENTAGE RATE)** by notifying me in accordance with applicable law. If my **ANNUAL PERCENTAGE RATE** is changed based on my creditworthiness, my margin rate will be adjusted. Increases in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will remain in effect for at least six months and may remain in effect indefinitely. Any change in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will only apply to purchase and balance transfer advances made after the effective date of the change if the change is an increase in my **ANNUAL PERCENTAGE RATE**, and will apply to both existing balances of purchases and balance transfers and new purchase and balance transfer advances made after the effective date of the change if the change is a decrease in my **ANNUAL PERCENTAGE RATE**. Purchase and balance transfer balances existing before the effective date of a rate increase due to a change in my margin rate will remain subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change.

Subject to any applicable Introductory and Promotional Rates, for the *Cash Rewards MasterCard*<sup>®</sup> Account, the **ANNUAL PERCENTAGE RATE** for purchases and balance transfers in any given billing cycle will be the Index plus a margin rate ranging from 8.74% - 14.74%, depending on my creditworthiness and may be adjusted from time to time based on my credit standing. The specific purchases and balance transfers **ANNUAL PERCENTAGE RATE** and margin rate for the *Cash Rewards MasterCard*<sup>®</sup> Account will be set forth on the Additional Disclosure that will be provided to me after my application has been approved.

Subject to any applicable Introductory or Promotional Rate, for the *Cash Rewards MasterCard*<sup>®</sup> Account, in addition to the variable-rate aspects of my Account, the **ANNUAL PERCENTAGE RATE** for purchases and

balance transfers is also based on certain creditworthiness criteria and may be adjusted from time to time based on my credit standing. After my *Cash Rewards MasterCard*® Account has been open for at least one year, you may review my creditworthiness from time to time, including when I request a credit limit increase, and adjust my daily periodic rate for purchases and balance transfers within a range of **.039014% to .049288% (14.24% to 17.99% ANNUAL PERCENTAGE RATE)** by notifying me in accordance with applicable law. If my **ANNUAL PERCENTAGE RATE** is changed based on my creditworthiness, my margin rate will be adjusted. Increases in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will remain in effect for at least six months and may remain in effect indefinitely. Any change in my **ANNUAL PERCENTAGE RATE** due to changes in my margin rate will only apply to purchase and balance transfer advances made after the effective date of the change if the change is an increase in my **ANNUAL PERCENTAGE RATE**, and will apply to both existing balances of purchases and balance transfers and new purchase and balance transfer advances made after the effective date of the change if the change is a decrease in my **ANNUAL PERCENTAGE RATE**. Purchase and balance transfer balances existing before the effective date of a rate increase due to a change in my margin rate will remain subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change.

Cash advances are always subject to non-variable daily periodic rate of **.049288%**, which corresponds to an **ANNUAL PERCENTAGE RATE** of **17.99%**.

For all Accounts, the daily periodic rate for purchases and balance transfers will never be greater than **.049288%**, which corresponds to an **ANNUAL PERCENTAGE RATE** of **17.99%**.

Cash advance, balance transfer, and convenience check transactions do not qualify for any applicable rewards, nor do unauthorized transactions or transactions deemed to be illegal.

*The information about the costs of the credit cards described herein is accurate as of **January 1, 2019**. This information may change after that date. To find out what may have changed, call 1-800-333-9934 or write to EECU at PO Box 1777, Fort Worth, TX 76101-1777.*

A portion of the **INTEREST CHARGE** is figured by applying the applicable daily periodic rate to the Average Daily Balance of my Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, and cash advances. The Average Daily Balance is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except if I have paid my Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, new purchases are not added to the purchases feature category balance. Balance transfers may be shown on my statement in the Promotions feature category. When determining

balances, you may combine feature category balances that have the same periodic rate and other **INTEREST CHARGE** terms. You then subtract any payments or credits and unpaid **INTEREST CHARGES** allocated to the feature category balance for the day. This gives you the daily balance for the feature category. The daily balances for each feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for each feature category. The periodic **INTEREST CHARGE** is determined by multiplying each feature category Average Daily Balance by the number of days in the billing cycle and applying the applicable daily periodic rate to the product. The Total Interest for each statement period is the sum of the periodic **INTEREST CHARGES** for each feature category. The Total Fees for each statement period is the sum of any non-periodic **INTEREST CHARGES** plus any other fees charged.

No additional **INTEREST CHARGES** will be imposed on new purchases shown on my statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 25 days from the billing cycle closing date shown on my statement.

Cash Rewards MasterCard® Accounts ONLY

**CASH BACK REWARDS TERMS AND CONDITIONS FOR THE CASH REWARDS MASTERCARD®**

*Cash Rewards MasterCard® Accounts earn a **1.5%** cash back reward credit on net purchases. No minimum purchase requirements or maximum limits apply. **The cash back reward is paid each calendar quarter in the form of an automatic credit to the Account. Rewards have no cash value, cannot be converted to cash, and cannot be transferred.** Cash advance, balance transfer, and convenience check transactions do not earn cash back rewards, nor do unauthorized transactions or transactions deemed to be illegal. Transactions that involve the purchase of financial instruments or funds transfers such as money orders, prepaid cards, and wire transfers do not earn cash back rewards, nor do finance charges, fees, and credit insurance premiums charged to the account. If merchandise is returned or purchase credit is otherwise issued to the Account, the Credit Union will make a corresponding adjustment that will reduce the cash back rewards balance.*

The Account must remain open and in good standing to earn and receive cash back rewards. Cash back reward credit may be delayed or forfeited if payment is received late. If the Account is closed or terminated before a cash back reward is paid, any pending reward credit will be forfeited. If the Account is in default as defined in this Agreement or if the Account or any cardholder is not in good standing as determined by the Credit Union in its sole discretion, the Credit Union may suspend or terminate participation in the program and any unpaid cash back reward may be forfeited.

The cash back rewards program is open to U.S. residents

only and is void where prohibited by law. Account holders are responsible for any federal, state, and local taxes that may apply. The program is subject to the Credit Union's policies and procedures and applicable law, and any interpretation of these terms or any other aspect of the program shall be in the Credit Union's sole and absolute discretion. The Credit Union may suspend or terminate the cash back rewards program or the participation of any account or cardholder in the program at any time and for any reason, subject to any notice required by applicable law. Payment of cash back rewards may be delayed due to circumstances beyond the Credit Union's control. The Credit Union may add to, change, or delete these Terms and Conditions at any time by notifying the primary cardholder or posting such changes on the Credit Union or the **GoToMyCard.com** website. Use of the Card after notification or posting of such changes constitutes acceptance of any and all changes.

**LIABILITY FOR UNAUTHORIZED USE:** I may be liable for the unauthorized use of my Card. If I notice the loss or theft of my Card or a possible unauthorized use of my Card, I should call the Credit Union's processing center immediately at:

(800) 442-4757

I may also write to the processing center at:

Credit Card Center  
P.O. Box 815909  
Dallas, TX 75381-5909

Although I may write to notify you of unauthorized use, calling you immediately at the telephone number above is the best way to keep my possible losses down.

Under MasterCard's zero liability policy, I will not be liable for any unauthorized use of my MasterCard® once I notify you orally or in writing of the loss, theft, or possible unauthorized use and if I meet the following conditions: (i) I have exercised reasonable care in safeguarding the Card from risk of loss or theft, and (ii) upon becoming aware of such loss or theft, promptly report the loss or theft to you.

I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50.00.

I will be liable for all transactions that I authorize.

**CREDITING OF PAYMENTS:** The Credit Union does not charge for payments made by standard mail service or any other standard payment methods approved by the Credit Union. If a fee is charged for any expedited payment service the Credit Union offers, that fee will be disclosed to me at the time I request the service. All payments made on my Account at the address designated for payment on the monthly periodic statement or by any other payment method you accept will generally be credited to my Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, my payment may not be credited until the

first business day following receipt. Payments received in person by one of your branch employees before the close of business at the branch office will receive same-day credit. IF PAYMENT IS MADE AT ANY LOCATION OTHER THAN THE DESIGNATED ADDRESS ON THE PERIODIC STATEMENT OR BY ANY OTHER PAYMENT METHOD APPROVED BY YOU, CREDIT FOR SUCH PAYMENT MAY BE DELAYED UP TO FIVE DAYS. My Minimum Payment Due will be applied first to collection costs, then to any Late Payment Fees, then to any **INTEREST CHARGE** due, and then to the unpaid principal balance. Amounts paid in excess of the Minimum Payment Due will be applied first to the balances with the highest interest rate. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under the applicable law, and in any contingency whatsoever, if you shall receive anything of value deemed interest under applicable law which would exceed the maximum amount permissible under applicable law, the excess interest shall be applied to the reduction of the unpaid principal amount or refunded to me.

**LATE PAYMENT FEE:** If a payment is ten (10) days or more past due, I will be charged a Late Payment Fee.

**ANNUAL FEE:** None.

**RETURNED PAYMENT FEE:** You will charge me a Returned Payment Fee each time I pay you with a check or other form of payment that is returned unpaid. You will charge me this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

### CONSENSUAL SECURITY INTEREST IN MY ACCOUNTS

**I SPECIFICALLY GRANT YOU A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS I HAVE WITH YOU, NOW AND IN THE FUTURE, TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. I ACKNOWLEDGE AND UNDERSTAND THAT THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH I MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. IF I AM IN DEFAULT UNDER THE TERMS OF THIS AGREEMENT, I AUTHORIZE YOU TO TAKE MONEY FROM ANY OF MY NON-EXEMPT ACCOUNTS AND APPLY IT TO WHAT I OWE YOU. IF I DO NOT AGREE TO THE CONSENSUAL SECURITY INTEREST, I SHOULD NOT USE THE CARD OR THE ACCOUNT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OPENING AND MAINTAINING OF MY ACCOUNT.**

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 I am giving.

**ADDITIONAL SECURITY:** IF I HAVE OTHER LOANS WITH YOU, NOW OR IN THE FUTURE, COLLATERAL SECURING THOSE LOANS MAY ALSO SECURE MY OBLIGATIONS UNDER THIS AGREEMENT. I UNDERSTAND THAT I SHOULD READ ANY SECURITY AGREEMENT I SIGN IN ORDER TO DETERMINE IF THE COLLATERAL ALSO SECURES MY OBLIGATIONS UNDER THIS AGREEMENT AND ANY OTHER AGREEMENTS I HAVE WITH YOU.

**DEFAULT:** I will be in default: (1) if I fail to make any payment on time; (2) if I fail to keep any promises I have made under this or any other agreement I have with you; (3) if I become insolvent or if I am the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of my money maintained with you; (5) if I have given you false or inaccurate information in obtaining my Card or my Account; (6) if my Card is canceled or if surrender is demanded by you; (7) if I die; or (8) if you reasonably believe that I am unable or unwilling to repay or perform my obligations to you.

**ACCELERATION:** If I am in default, without notice to me, you may accelerate my debt and call any amounts I owe immediately due and payable, plus accrued **INTEREST CHARGES**, which shall continue to accrue until the entire amount is paid. I expressly waive any right to notice of your intention to accelerate and notice that my debt has been accelerated.

**TERMINATION AND CHANGES:** I may terminate this Agreement, by written notice, as to future advances at any time. You can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect my obligation to repay any payments made for my Account resulting from use of the Card or my Account as well as **INTEREST CHARGES** and other related charges. **YOU MAY ADD TO, CHANGE, OR DELETE THE TERMS OF THIS AGREEMENT, INCLUDING THE PERIODIC RATE, AT ANY TIME SUBJECT TO SUCH NOTICE AS MAY BE REQUIRED BY APPLICABLE LAW. YOU ALSO RESERVE THE RIGHT TO CHANGE THE BENEFIT FEATURES ASSOCIATED WITH MY CARD AT ANY TIME AND FROM TIME TO TIME.**

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:**

You may report the status and payment history of my Account to credit reporting agencies each month. If I believe that the information you have reported is inaccurate or incomplete, I understand that I should notify you in writing at the address shown at the beginning of this Agreement. I will include my name, address, home telephone number and Account number in any correspondence for this purpose.

**CREDIT INVESTIGATION:** I understand and agree that you may investigate my employment and credit history

and obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, you will inform me if a report has been obtained and will give me the name and address of the agency that furnished the report. **I ALSO AGREE THAT YOU MAY OBTAIN AND USE CREDIT REPORTS AND OTHER INFORMATION ABOUT ME THAT YOU HAVE OBTAINED IN A LAWFUL MANNER CONSISTENT WITH YOUR PRIVACY POLICIES, FOR SUBSEQUENT SOLICITATIONS OR FOR ANY OTHER LAWFUL PURPOSE.** I also authorize you to report information concerning my Account to credit bureaus and to anyone else you believe in good faith has a lawful and legitimate need for such information.

**YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE PHONE OR OTHER MOBILE DEVICES:** Smart phones, some tablets or other mobile and wearable devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance. In certain instances, those transactions will replicate using my Card or Account to make a transaction on the internet. In other instances, the mobile device will act as if it were a credit card itself. Applications that enable my mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When my Card and/or Account information is accessible by my mobile device, it is important that I treat my mobile device with the same care I would my Card. For example, I should secure my mobile device against unauthorized access. If I give someone my mobile device that can be the same as giving that person my Card and/or access to my Account.

To the extent that I use a third party/mobile device to make a credit transaction on my Account, or load information about my Account onto any such device, I need to be aware that you do not control the device and cannot, and do not, guarantee the performance of the device or third party.

Further, I may incur third party fees related to engaging in a transaction (such as mobile carrier data or messaging charges). Credit transactions made through a third party/mobile device may involve electronic transmission of information related to me or my Account across wireless or computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, and software application providers may use and receive information in connection with a credit transaction. Third parties may also receive information about your mobile device when you use it to make a credit transaction.

You may, at any time, partially or fully restrict my ability to make credit transactions through a third party/mobile device.

## ADDITIONAL PROVISIONS:

Our Liability for Failure to Complete Transactions. If you do not complete a transaction pursuant to any request, and/or in the correct amount, you may be liable for my losses or damages. However, there are some exceptions.

You will not be liable, for instance:

- if through no fault of yours, I do not have adequate funds available to complete the transfer;
- if circumstances beyond your control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions you have taken;
- if access to my Card and/or Account has been blocked after I reported my Card lost or stolen;
- if there is a hold on my Card and/or Account for any reason;
- if my funds are subject to legal process or other encumbrance restricting their use;
- if my authorization(s) terminates by operation of law;
- if a computer system or mobile device was not working properly and I knew about the problem when I initiated the transaction;
- if you have reason to believe that the requested transaction is not authorized; or
- as otherwise provided in this Agreement.

Entire Agreement and Separation of Unlawful Provisions. This Agreement is the entire agreement between you and me concerning my Card and the Account. Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Governing Law. I understand that this Agreement is performable in Tarrant County, Texas, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the State of Texas.

No Warranty. You do not warrant any merchandise or services purchased by me with the Card or Account. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and you are not responsible for the refusal of any merchant or financial institution to honor my Card or Account.

Ownership of Card. The Card remains your property at all times, and I agree to immediately surrender the Card upon demand.

Costs of Collection. I agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card.

Irregular Payments. You can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of your rights under this Agreement.

Rights Preserved. You can also waive or delay enforcing any of your rights under this Agreement any number of times without losing them.

Waiver of Presentment, Demand and Notice. I expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same.

Address Change. I agree to give you prompt notice of any change in my name, physical address, mailing address, email address, telephone number, cellular telephone number, and place of employment.

Inability to Pay. I promise not to obtain an advance or credit extension under this Agreement if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation.

Submission of True and Correct Information. I promise not to submit false or inaccurate information or willfully conceal information regarding my creditworthiness, credit standing, or credit capacity.

Limitations and Account Closure. You may, with or without written notice to me, close my Account, reduce my credit limit, suspend and/or cancel my Account privileges at any time. I nevertheless remain responsible to pay the balance according to the terms of this Agreement and any changes under it.

Change in Terms. **Use of the Card or my Account, after having been provided with a notice or posting of a change in terms (as required by law), shall constitute my unconditional agreement to be bound by any such changed terms.**

Illegal Transactions. I may not use my Card for any illegal transaction. I agree that you may decline to process any transaction which you believe in good faith to be for an illegal purpose or which may involve activities, you believe may violate a law or pose significant risk to you or your members. I agree that you will not be liable for declining to process any such transaction. If you do process any transaction which ultimately is determined to have been for an illegal purpose, I agree that I will remain liable to you under this Agreement for any such transaction notwithstanding its illegal nature. I agree that any illegal use of the Card or Account will be deemed an act of default under this Agreement. I further agree to waive any right to take legal action against you for my illegal use of the Card and to indemnify and hold you and MasterCard International, Incorporated harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

International Transactions. If I effect an international transaction with my MasterCard® Card. 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 my Account. I will be charged a Foreign Transaction Fee on all international purchase, cash disbursement, and Account credit transactions, even if the transaction is charged in U.S. dollars. There is no grace period within which to repay international transactions in order to avoid the Foreign Transaction Fee.

Authorizations. You and your agents are not responsible if anyone refuses to honor my Card, my Account or a Convenience Check, or if authorization for a particular transaction is not given. The number of transactions I make in one day may be limited, and the limit per day may vary. Although I may have credit available under my Account, you may be unable to authorize credit for a particular transaction. These reasons include, but are not limited to, default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. For security reasons, you cannot explain the details of how the authorization system works. If my Account is over the credit limit or delinquent, authorization of credit for transactions may be declined. You are not responsible for anything purchased with my Account, the Card or a Convenience Check, except as expressly required by law. I must return goods I purchased with the Card or Account to the merchant and not you. Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual purchase amount, which will make less credit available on my Account for several days.

My Non-Binding Instructions. Unless required by law, or you have agreed otherwise in writing, you are not required to act upon any consent or instruction I give you via telephone, facsimile transmission, electronic transmission, or voice mail. You may, however, in your sole discretion, act upon the consent or instruction I give you via telephone, facsimile transmission, electronic transmission, or voice mail and that any such consent or instruction will, for all purposes, be binding upon me to the fullest extent permitted by law as though I had provided you an original writing signed by me.

**WAIVER OF TRIAL BY JURY. UNLESS PROHIBITED BY LAW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING THIS AGREEMENT, THE CARD AND/OR MY ACCOUNT.**

**THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OPENING AND MAINTAINING OF MY ACCOUNT.**

**WAIVER OF CLASS ACTION RIGHTS. UNLESS PROHIBITED BY LAW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, I (I) WAIVE AND RELEASE ANY AND ALL CLASS ACTION RIGHTS I MAY HAVE, NOW AND IN THE FUTURE, AGAINST YOU (AND YOUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, AND THEIR RESPECTIVE EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS) AND (II) AGREE THAT I WILL NOT PARTICIPATE, DIRECTLY OR INDIRECTLY, UNDER ANY CIRCUMSTANCES, IN ANY TYPE OF CLASS ACTION CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR SUCH OTHER SIMILAR LEGAL ACTION, REGARDLESS OF NAME, OR ASSIST ANY PERSON OR ORGANIZATION, IN THE PARTICIPATION OF A CLASS ACTION CLAIM, DEMAND, ACTION, CAUSE OF ACTION, LAWSUIT, OR SUCH OTHER SIMILAR LEGAL ACTION, REGARDLESS OF NAME, AGAINST YOU (OR YOUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, AND THEIR RESPECTIVE EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS) FOR ANY REASON. BUT FOR MY WAIVER AND RELEASE OF ALL OF MY CLASS ACTION RIGHTS, IF ANY, YOU WOULD NOT HAVE OFFERED ME MEMBERSHIP IN THE CREDIT UNION AND WOULD NOT HAVE OFFERED ME FINANCIAL PRODUCTS AND SERVICES, INCLUDING THE ACCOUNT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OPENING AND MAINTAINING OF MY ACCOUNT.**

Force Majeure. In no event will you be liable for, or be considered to be in breach of this Agreement because of, any default or delay in performance of any of your obligations occasioned by occurrences, causes or contingencies considered "force majeure" including, but not limited to, breach or default by a supplier or vendor; strike; riot; lock out; labor dispute; inability to procure materials, labor or equipment; emergency; disruption or failure of public utilities, transportation, communication or information systems; fire, ice or snow storm, flood earthquake, tornado or other closures due to storms or other natural disasters or acts of God; destruction of facilities; epidemic or other catastrophe; invasion, war, revolution, insurrection or acts of terrorism; public health crises; injunction; demand of any government authority; or any other occurrence, cause, or contingency beyond your control.

Electronic Instruments. I agree that any and all agreements, notices, forms, documents, instruments, orders, instructions and other writings which you retain relating to my Account, may, at your option, be kept in any number of formats including, but not limited to, paper, imaged, digital, electronic, scanned, filmed or as technology otherwise permits, now and in the future, and that any such formats of any such agreements, notices, forms, documents, instruments, orders, instructions, and

other writings shall be considered an original for all of your purposes and shall satisfy any record retention requirements, contractually and as otherwise required by law. If I request that you provide me with an original or copy of an agreement, notice, form, document, instrument, instruction, order or other writing pertaining to my Account, I understand and agree that any one of the above-referenced formats are acceptable and shall satisfy the contractual or legal obligation, if any, you owe to me. I understand and agree that you may, at your option, accept, treat or otherwise rely on a copy of my signature, or a stamp or facsimile signature, as an original for all of your purposes, including the legal enforcement of this Agreement and other applicable agreements and other documents, without the necessity of obtaining or producing an original thereof.

Investigations. I agree to unconditionally cooperate with you in the investigation of any loss, including providing you with an affidavit(s) containing whatever reasonable information you require concerning my Account, the transaction, and the circumstances surrounding the loss. I will also complete a report(s) (e.g., police report) with the appropriate law enforcement authorities describing the criminal activities and acts related to my Account and the claim of loss. I further agree to cooperate with the law enforcement authorities in the arrest and prosecution of anyone associated with the loss. I understand and agree that my right to continue to use my Account is conditioned upon my unconditional cooperation with you and the appropriate law enforcement authorities.

Personal Identification Number (PIN). You may issue me a Personal Identification Number (PIN) for use with my Card. This PIN is confidential and should not be disclosed to anyone. If a PIN is issued, I may use my PIN and my Card to access my Account, and all sums advanced will be added to my Account balance. In the event a use of my PIN constitutes an Electronic Funds Transfer, the terms and conditions of my Electronic Funds Transfer Agreement may affect my rights. I should not write my PIN on my Card or keep my PIN in my purse or wallet or anywhere else where someone might find it and associate it with my Card. If applicable, I should not use an ATM unless it appears safe to do so. I should not key in my PIN if someone is looking and I should be sure to take my Card and receipt when I am done. **Owners of ATMs that you do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by the Credit Union; however, any such fee will be added to my Account. The party charging the fee is required to provide appropriate disclosures to me with regard to any such fees.**

Skip Payments (If Applicable). At your option, a minimum payment may be waived during certain billing cycles. If such a waiver occurs, **INTEREST CHARGES** will continue to apply to the Account during the skip payment billing cycle. Beginning with the billing cycle following the skip payment, all provisions of this Agreement shall apply.

Assignment of Claims. If I dispute a charge with a merchant, you may credit my Account for all or part of the

disputed charge. If you do so, I hereby assign and transfer to you all rights and claims (excluding tort claims) against the merchant. I agree that I will not pursue any claim against the merchant for the credited amount. And, I must cooperate in good faith with you if you decide to pursue any such claim against the merchant.

Survival. The provisions of this Agreement which, by their terms, are intended to survive termination or closure of my Account, shall survive any such termination or closure.

Limitations on Account and Services for Members Who Reside in Non-US Countries or Territories. The Credit Union may limit, refuse, close or terminate any account or service if: (1) the Credit Union deems it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) the Credit Union deems it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.

Transactions Involving Cryptocurrency or Other Digital Asset are Prohibited. Use of the Card or the Account to purchase cryptocurrency (e.g., Bitcoin) or other digital asset is expressly prohibited. In the unlikely event the purchase of cryptocurrency or other digital asset is not blocked, I am nevertheless responsible for the payment of any such charge(s). I AGREE TO HOLD YOU HARMLESS FROM ANY AND ALL LOSSES ASSOCIATED WITH SUCH PURCHASE.

Security and Card Block. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, I may be asked to provide identification to complete a transaction. If your system is not working, you may not be able to authorize a transaction, even though I have sufficient credit available. Also, for security reasons, you may block the use of the Card and/or the Account in certain countries and geographic regions. The Credit Union will have no liability to me or others if any of these events occur.

Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to my Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to me. I understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time, without notice. If these benefits are withdrawn prior to any accrued use by me, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

Assignment of Account. I may not transfer or assign my Account or Card to any other person. The Credit Union may assign or transfer this Account, my Account balance, and this Agreement to another person, who will have all of your rights hereunder.

**Binding Effect.** This Agreement is binding on my heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of us will have the right to use the Account to obtain loans pursuant to the terms hereof. Any one obligor's elections, transactions and directions to the Credit Union shall be binding upon all obligors. Each of us will be liable for all obligations owing on the Account whether borrowed by me or otherwise and whether within or beyond the credit limit. My liability will be joint and several. Further each of us is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, I remain, at all times, primarily responsible for all amounts owed.

**U.S. Patriot Act:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires that all financial institutions obtain, verify, and record information that identifies each person who opens an account.

**What this means to me:** When I open an account, you will ask for my name, address, date of birth and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

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(IF AND AS APPLICABLE)

**MILITARY LENDING ACT DISCLOSURE & ADDENDUM – Active Military Members and Their Dependents.**

**IMPORTANT:** The following terms govern and replace any contrary terms in any agreements I have with the Credit Union **IF** (a) at the time I initiate the credit transaction, I am an active member of the military or I am a dependent of an active member of the military (as those terms and defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations) ("MLA"); **and** (b) my credit transaction is unsecured or secured by personal property that I did not purchase with the proceeds of the credit transaction. Such credit transaction shall be called a "Covered Transaction."

**A. Military Lending Act Disclosure:** 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 FEES

CHARGED (OTHER THAN CERTAIN PARTICIPATION FEES FOR A CREDIT CARD ACCOUNT). **TO RECEIVE THE DISCLOSURES ORALLY, PLEASE CALL US TOLL FREE AT 1-844-595-7532.**

**B. Military Annual Percentage Rate (MAPR)\***

The MAPR does not exceed 36% using Department of Defense rules. For the Annual Percentage Rate on my credit transaction, see my promissory note (as applicable), my credit card agreement (as applicable), and disclosures.

**\*The MAPR is calculated pursuant to a separate set of rules adopted by the Department of Defense. These rules are not the same as the rules for calculating the Annual Percentage Rate (APR) for consumer loans under the Truth in Lending Act and Regulation Z. The MAPR includes certain fees and charges excluded under the Truth in Lending Act. In the event my credit transaction relates to a credit card account, certain reasonable bona fide fees may be excluded from the MAPR. The MAPR is governed by 32 CFR §232, whereas the APR is governed by 12 CFR §1026.**

**C.** If I or any of my dependents are expressly covered and entitled to the protections provided by the Military Lending Act, then the following applies:

**(i) Lien on Accounts and Cross-Collateralization:** This credit transaction will not be secured by a consensual lien on shares or deposits in any of my accounts unless I specifically agree to establish an account in connection with this credit transaction ("Secured Account"). Only funds deposited into the Secured Account after the credit transaction is made will secure this credit transaction or advance. Any cross-collateralization provision contained in my credit transaction or membership documents will not apply to this credit transaction or the Secured Account. **Exception:** However, with regard to this credit transaction, we still reserve our statutory lien rights and any resulting rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) I have with you to satisfy my obligations under this credit transaction. Any contract terms in my credit transaction, security, or membership agreements that contradict the above with regard to this credit transaction are hereby void with regard to the Covered Transaction.

**(ii) Arbitration and Notice:** This credit transaction is not subject to mandatory arbitration or legal notice provisions and therefore any contract terms in my credit transaction, security, or membership agreements that contradict the above with regard to this credit transaction are hereby void with regard to Covered Transaction.

**(iii) Waivers:** This credit transaction is not subject to the waiver of any right to legal recourse under any state or federal law, including the Servicemembers Civil Relief Act and therefore any contract terms in my credit transaction, security, or membership agreements

that contradict the above with regard to this credit transaction are hereby void with regard to Covered Transaction.

**(iv) Continued Effectiveness:** Any term, condition or provision in this credit transaction, or in any other agreement, document or disclosure, contrary to the MLA are void for the period(s) during which I am entitled to the protections of the MLA. The other terms, conditions and provisions will remain in effect.

**(v) Payment Obligation:** I am required to make all payments pursuant to the terms set forth in my other credit transaction or account agreements and disclosures which are incorporated herein by reference.

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**MY BILLING RIGHTS**  
**I Understand That I Should 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 understand that I must write to the Credit Union's processor at:

Cardmember Services  
P.O. Box 815909  
Dallas, TX 75381-5909

In my letter, 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 statement, I will describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

- Within 60 days after the error appeared on my statement.
- 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 my statement 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:

- *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.
- *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.

If I receive your explanation but still believe my statement 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 statement. 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 must contact you *in writing* at:

Cardmember Services  
P.O. Box 815909  
Dallas, TX 75381-5909

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.

The Special Rules for credit card purchases do not apply to purchases made with convenience checks or balance transfer checks.

**CUSTOMER SERVICE:** 1-800-442-4757 – 24 hours a day / 7 days a week. (Callers should have their Account information available.)