

20. **Final Expression.** This Agreement is the final expression of the terms and conditions of this MasterCard line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

21. **Copy Received.** You acknowledge that you have received a copy of this Agreement.

22. **Internet Purchases.** MCTCU participates in the **MastercardSecure** internet purchase security programs. Terms and conditions can be viewed upon activation of service at MCTCU.org.

23. **Agreement and Acknowledgment.** By signing an application for the Card or by using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements and duties set forth in this Agreement. You also acknowledge receipt of a copy of this Agreement.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information;

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft Account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to use within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, **even if** your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two (2) limitations on this right;

- a) you must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and
- b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Important Disclosure Information

Interest Rates and Interest Charges	
Introductory Rate for Purchases, Balance Transfers and Cash Advances	3.90% introductory APR for the first 6 months, if you qualify, based on your creditworthiness.
Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	8.50% to 17.99% variable APR when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date of each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
Website for Additional Information	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at: http://federalreserve.gov/creditcard .
Fees	
Annual Fee	None
Transaction Fees	None
• Balance Transfer	None
• Cash Advance	None
• Foreign Transaction	1% of each purchase transaction in U.S. dollars
Penalty Fees	After 15 days, 5% of payment, maximum \$25.00
• Late payment	After 15 days, 5% of payment, maximum \$25.00
• Over-the-Credit Limit	None
• Returned Payment	\$20.00
Payment Fee – Agent Assisted	\$5.00

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

Billing Rights: Information on your rights to dispute transaction and how to exercise those rights is provided in your account agreement.



1-800-846-1751
To Report Lost or Stolen Card 1-800-442-4757



MASTERCARD® CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the MasterCard® credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your MasterCard credit card line-of-credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. **Using Your Account.** If you are approved for an Account, the Credit Union will establish a line-of-credit for you and notify you of your credit limit. The credit union reserves the right to limit cash advances to a percentage of your total credit limit. Credit limit terms are set forth on your periodic statement. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.
2. **Using Your Card.** You may use your Card to make purchases from merchants and others who accept MasterCard Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the internet. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept MasterCard Cards, and from some automated teller machines (ATMs). (Not all ATMs accept MasterCard Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card.
3. **Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 16 below also applies to your Account.
4. **Cost of Credit.** You will pay a **FINANCE CHARGE** on all purchases, cash advances and balance transfers made against your Account. **FINANCE CHARGES** for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement or if there was no previous balance. The Payment Due Date will not be less than 25 days from the billing cycle closing date shown on your statement. No additional **FINANCE CHARGE** will be imposed on purchases whenever you pay the Account in full on or before the Payment Due Date reflected on your statement.

If your account features an Introductory Rate, you will pay an Introductory Rate **FINANCE CHARGE** for purchases, cash advances, and balance transfers made at the periodic rate and corresponding **ANNUAL PERCENTAGE RATE** offered for the specific time period set forth in the Additional Disclosure, which is attached to and incorporated into this Agreement. Thereafter, or if your account does not feature an Introductory Rate, a Standard Rate ranging from 8.5% to 17.99% **ANNUAL PERCENTAGE RATE** will apply to your Account. Your precise Standard Rate is based on your creditworthiness and is set forth in the Additional Disclosure.

The periodic rates used to compute the **FINANCE CHARGE** are based on an index (the "index"), which is the highest Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the 15th day of the month for the preceding three months and is subject to change monthly. If the 15th falls on a weekend or a holiday in any given month, we will use the Prime Rate published on the next business day for that month. 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. The **ANNUAL PERCENTAGE RATE** for purchases, cash advances, and balance transfers in any given billing cycle will be the Index plus the Base Rate as set forth in the Additional Disclosure. These **ANNUAL PERCENTAGES** are collectively referred to in this Agreement as the Standard Rate. The Standard Rate Daily Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** for all advances as of the last update are set forth in the Additional Disclosure. In addition to the variable-rate aspects of your Account, the **ANNUAL PERCENTAGE RATE** for all advances is also based on certain creditworthiness criteria.

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, including certain current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding in any new cash advances and balance transfers, and unless you pay your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **FINANCE CHARGES**. This gives us the daily balance. 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 determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the periodic rate to the product.

5. **Other Charges.** The following other charges (fees) will be added to your Account, as applicable:
 - a. **Late Payment Fee:** If you are fifteen (15) or more days late in making a payment, a late charge of 5% of balance not to exceed \$25.00 will be added to your account.
 - b. **Return Check Fee:** If a check or share draft or any other form of payment used to make a payment on your account is returned unpaid, you will be charged a fee of \$20.00 for each item returned.
 - c. **Document Copy Fee:** You will be charged a \$5.00 fee for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the Credit Union).
 - d. **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fees.
6. **Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due", your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make

extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, or \$18.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. **Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.
8. **SECURITY INTEREST. IF YOU GIVE THE CREDIT UNION A SPECIFIC PLEDGE OF SHARES BY SIGNING A SEPARATE PLEDGE OF SHARES, YOUR PLEDGED SHARES WILL SECURE YOUR ACCOUNT. YOU MAY NOT WITHDRAW AMOUNTS THAT HAVE BEEN SPECIFICALLY PLEDGED TO SECURE YOUR ACCOUNT UNTIL THE CREDIT UNION AGREES TO RELEASE ALL OR PART OF THE PLEDGED AMOUNT. IN ADDITION, YOUR ACCOUNT IS SECURED BY ALL OTHER SHARES YOU HAVE IN ANY INDIVIDUAL OR JOINT ACCOUNT WITH THE CREDIT UNION, EXCEPT FOR SHARES 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. THESE OTHER SHARES MAY BE WITHDRAWN UNLESS YOU ARE IN DEFAULT UNDER THIS AGREEMENT. YOU AUTHORIZE THE CREDIT UNION TO APPLY THE BALANCE IN YOUR INDIVIDUAL OR JOINT SHARE ACCOUNTS TO PAY ANY AMOUNTS DUE ON YOUR ACCOUNT IF YOU SHOULD DEFAULT.** Collateral securing other loans you have with the credit union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.
9. **Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. You expressly waive notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you agree to continue paying finance charges, at the standard periodic rate or the penalty rate before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.
10. **Liability for Unauthorized Use-Lost/Stolen Card Notification. MasterCard.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at 2736 Nall Street, PO Box 279, Port Neches, TX 77651 in writing or telephone us at (800) 442-4757, of the loss, theft, or possible unauthorized use. However, if you exercise reasonable care in safeguarding your Card from risk of loss or theft, have not reported two (2) or more incidents of unauthorized use in the last twelve (12) months, and if your Account is in good standing, you will not be liable for any unauthorized purchase transactions. In any case, your liability will not exceed \$50.
11. **Changing or Terminating Your Account.** The credit union may add to, change, or delete the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you,

the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges and fees you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 16 of this Agreement also applies to termination of the Account.

12. **Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.
13. **Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.
14. **Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
15. **International Transactions.** If you effect an international transaction with your Mastercard, Mastercard International Incorporated 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 transaction amounts, whether or not such amounts are charged in U.S. dollars.
16. **Joint Accounts.** If this is a Joint account, each person on the Account must sign the Agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
17. **Effect of Agreement.** This Agreement is the contract which applies to all transaction on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.
18. **No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.
19. **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.