

## Houston Police Federal Credit Union

1600 Memorial Drive  
Houston, TX 77007  
HPCU.coop

## Credit Card Agreement and Disclosure Statement for Mastercard Classic, Mastercard Gold, Mastercard Platinum, Mastercard Secured, and Mastercard Platinum Rewards

**Notice:** Read and retain this copy of your Credit Card Agreement and Disclosure Statement for your Houston Police Federal Credit Union Credit Card Account.

**TERMS USED IN THIS AGREEMENT.** This Agreement and Disclosure Statement ("Agreement") covers your Credit Card Account ("Account") with us. Except where otherwise noted, the terms and conditions of this Agreement apply to all of the credit card programs listed above. In addition, terms and conditions for Mastercard Classic accounts appear under subheading "A"; those for Mastercard Gold accounts under subheading "B"; those for Mastercard Platinum and Mastercard Platinum Rewards under subheading "C"; those for Mastercard Secured Accounts under subheading "D".

In this Agreement, the words "you" and "your" mean any person who signs this Agreement or uses the card. "We", "our", "us", and "credit union" mean Houston Police Federal Credit Union. The "card" means any credit card issued to you or those designated by you under the terms of this Agreement. By using your card, you agree to all of the terms and conditions set forth herein.

"Use of the card" means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document.

"Unauthorized use of the card" means the use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

**EXTENSION OF CREDIT.** If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases and cash advances obtained through use of the card. If your Account is issued to you and others as a joint account, each use of your Account shall be an extension of credit to all. Each of you shall be jointly and severally liable, and notice mailed to one of you shall be deemed notice to all.

We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account. Any such check drawn by you must be in an amount not less than \$100.00, and will be considered a cash advance, even if used to make a purchase. By signing such checks, you authorize the credit union to pay the item for the amount indicated and post such amount as a cash advance to your Account. The credit union does not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit.

**OTHERS USING YOUR ACCOUNT.** If you allow anyone else to use your Account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your Account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Account and you want to end that person's privilege, you must notify us in writing and, if he or she has a card, you must return that card with your written notice, which will be effective upon our receipt thereof.

**CREDIT LIMITS.** You promise that payments made for your Account resulting from use of the card will, at no time, cause the outstanding balance in your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion.

**PROMISE TO PAY.** You promise to pay us all charges and fees resulting from use of the card plus **INTEREST CHARGES** on the unpaid balance. At the end of each monthly billing cycle, you will be furnished with a periodic statement showing (i) the "previous balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases and **INTEREST CHARGES** posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "new balance" which is the sum of (i) and (ii) less (iii).

You agree to pay on or before the "payment due date" shown on the periodic statement either the entire new balance or a minimum payment as disclosed on your Truth-in-Lending Statement.

In addition to the minimum payment shown on your periodic statement, you agree to pay any amounts in excess of the credit limit established by us and any past due minimum payments. You may make extra payments in advance of the due date without penalty, and you may repay any funds advanced, credit extended or amount outstanding at any time without penalty for early payment. Regardless of the amount of any extra payments during a given month, a monthly payment will be required the following month if a balance remains in your Account.

**SUSPENSION OF ELECTRONIC SERVICES AND ACCESS TO SHARE OR DEPOSIT ACCOUNTS.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**NEGATIVE INFORMATION NOTICE.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**COST OF CREDIT.** You will pay an **INTEREST CHARGE** for all advances made against your Account. For the purpose of determining the **INTEREST CHARGE**, balance transfers will be treated as cash advances for "A", "B", "C", and "D" Accounts. **A, B and C Accounts.** Cash advances incur an **INTEREST CHARGE** from the date they are posted to your Account. New purchases will not incur an **INTEREST 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. In those cases, you will have at least 25 days to repay your Account balance before an **INTEREST CHARGE** on new purchases will be imposed. For "A" Accounts, you will pay an **INTEREST CHARGE** for all advances made against your Account at the Daily Periodic Rate of .034247%, which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.5%. For "B" Accounts, you will pay an **INTEREST CHARGE** for all advances made against your Account at the Daily Periodic Rate of .027370%, which corresponds to an **ANNUAL PERCENTAGE RATE** of 9.99%. For "C" Accounts, you will pay an **INTEREST CHARGE** for all advances made against your Account at the Daily Periodic Rate of .021890%, which corresponds to an **ANNUAL PERCENTAGE RATE** of 7.99%.

**D Accounts.** Cash advances and new purchases incur an **INTEREST CHARGE** from the date they are posted to your Account. You will pay a **INTEREST CHARGE** for all advances made against your Account at the Daily Periodic Rate of .043836%, which corresponds to an **ANNUAL PERCENTAGE RATE** of 16.00%. There is no grace period in which to repay your balance before a finance charge will be imposed.

No additional **INTEREST CHARGE** will be incurred whenever you pay your Account in full by the payment due date. The **INTEREST CHARGE** is figured by applying the periodic rate to the "balance subject to **INTEREST CHARGE**" which is the "average daily balance" of your Account, including current transactions. For "A", "B" and "C" Accounts, the average daily balance is arrived at by taking the beginning balance of your Account each day and adding any new cash advances, and, unless you pay your Account in full by the payment due date shown on your previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits, and unpaid **INTEREST CHARGES**. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the average daily balance. For "D" Accounts, the average daily balance is arrived at by taking the beginning balance of your Account each day and adding any new cash advances and new purchases, and subtracting any payments or credits and unpaid

**INTEREST CHARGES.** The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the average daily balance. The **INTEREST 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.

**OTHER CHARGES.** If you obtain a cash advance by using an automated teller machine or otherwise, you may be charged a fee imposed by the owner or operator of the machine or financial institution. Any charge made under this paragraph will be added to the balance of your Account and treated as a cash advance.

**IF YOUR CARD IS LOST OR STOLEN OR IF AN UNAUTHORIZED USE OCCURS.** You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. The telephone number to call is (800) 927-8707. You agree to follow up your call with notice in writing to us at: Houston Police Federal Credit Union, 1600 Memorial Drive, Houston, TX 77007-7789. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation. You will have no liability for Mastercard transactions not authorized by you, provided that you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware of such loss or theft, you promptly report the loss or theft to us.

**CREDITING OF PAYMENTS.** If your payment is received by 5:00 p.m. Dallas, Texas time (during our designee's business day at the address designated for payment on the periodic statement), it will be credited to your Account on the date of receipt. IF PAYMENT IS MADE AT ANY LOCATION OTHER THAN SAID DESIGNATED ADDRESS, CREDIT FOR SUCH PAYMENT MAY BE DELAYED UP TO FIVE (5) DAYS. Payments or credits will be applied first to collection costs, then to any Late Fees, then to any Over Credit Limit Fees or Returned Check Fees, then to any **INTEREST CHARGES** or other charges due, and then to the unpaid principal balance.

Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and, in any contingency whatsoever, if we receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

**FEES AND CHARGES.** You agree to pay any and all fees that you incur in connection with your card, in accordance with applicable law, in the amounts set forth on your Truth-in-Lending Statement, which fees and/or amounts may be amended from time to time.

**THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.**

**YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.**

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 are not subject to this security interest.

If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

**ADDITIONAL SECURITY.** If you have other loans with us, now or in the future, collateral securing those loans may also secure your obligations under this Agreement. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and other agreements you have with us.

**DEFAULT.**

- (a) **The following provision applies to loans subject to the Idaho Credit Code, the Kansas Consumer Credit Code, the Maine Consumer Credit Code, and the South Carolina Consumer Protection Code:** You will be in default if (1) you do not make a payment of the required amount when due; or (2) we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.
- (b) **The following applies to loans subject to the Iowa Consumer Credit Code:** You will be in default if (1) you fail to make a payment within 10 days of the time required by this Agreement or (2) you fail to observe any other covenant of this Agreement, the breach of which materially impairs the condition, value or protection of or our right in the Collateral, or materially impairs your prospect to pay amounts due under this Agreement.
- (c) **The following provision applies to loans subject to the Wisconsin Consumer Act:** You shall be in default under this Agreement if any of the following occur: (a) failure to pay when due on 2 occasions within any 12-month period; OR (b) you breach any term or condition of this Agreement, which breach materially impairs your ability to pay amounts when due or materially impairs the condition, value, or protection of our rights to or in any collateral securing this transaction. Additionally, if we receive written notice of termination of this account from your spouse pursuant to Wis. Stat. Section 766.565(5), we may close this account and/or declare you in default of this account and call the entire extension of credit under this account due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105.
- (d) **The following provision applies to all other loans not subject to the provisions listed above:** You shall be considered in default, as permitted by applicable law, if any of the following occur: (1) If you break any promise made under this Agreement; or (2) if you do not use the money we loaned you for the purpose stated in your application; or (3) if we should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if you die; or (5) if you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if you do not pay on time any of your current or future debts to us; or (8) if anyone is in default of any security agreement given in connection with any loan under this Agreement; or (9) If you make any false or misleading statements in any credit application or update of credit information; or (10) you are in default of any other loan or security agreement you have with the Credit Union; or (11) you use the Agreement for any illegal purpose or transaction as determined by applicable law. If you default, we may, at our option, declare this loan immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

**ACTION UPON DEFAULT.**

- (a) **The following provision applies to loans subject to the Wisconsin Consumer Act:**

**Right to Cure Default:** If you are in default under this Agreement, we must give a notice of default to you pursuant to Wisconsin Statutes sec. 425.104 425.105. You shall have fifteen (15) calendar days from the date the notice is mailed to you to cure the default. In the event of an uncured default, we shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. We may waive any default without waiving any other subsequent or prior default by you.

**No Right to Cure:** Pursuant to Wis. Stat. Sec. 425.105(3), you shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) you were in default on this Agreement; (b) we gave you notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) you cured the previous default.

Nothing in this Agreement shall be construed to restrict our ability to exercise our rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

- (b) **The following provision applies to all other loans not subject to the provisions listed above:** Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we may, at our option, declare all amounts under the Agreement immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

**COSTS OF COLLECTION.** You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights as permitted by applicable law. Except as noted below, costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, casualty insurance, and any other reasonable collection costs allowed by law.

- (a) **For Alabama cardholders:** Attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.
- (b) **For Georgia cardholders:** Attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.
- (c) **For loans subject to the Colorado Consumer Credit Code:** You shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.
- (d) **For loans subject to District of Columbia statutes Title 28, Chapter 38:** You shall pay reasonable attorney's fees not in excess of 15% of the unpaid balance of the obligation.
- (e) **For loans subject to the Iowa Consumer Credit Code:** Unless otherwise permitted by applicable law, costs of collection include only reasonable expenses incurred to realize on a security interest after default, and those charges specifically authorized by the Iowa Consumer Credit Code. This contract does not provide for attorney's fees; we may collect attorney's fees only if a court orders such or the law otherwise allows.
- (f) **For loans subject to the Kansas Consumer Credit Code:** Total costs of collection after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.
- (g) **For loans subject to the Colorado Consumer Credit Code, Idaho Credit Code, Indiana Consumer Credit Code, Oklahoma Consumer Credit Code, the South Carolina Consumer Protection Code, and the Wyoming Consumer Credit Code (each referred to as "the Code"):** For any credit transaction that may be so restricted under the state's respective Code, this Agreement does not provide for any charges as a result of your default other than those authorized by the Code, and reasonable expenses incurred in realizing on a security interest.

- (h) **For loans subject to the Maine Consumer Credit Code:** Attorney's fees after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. Costs of collection does not include collection agency fees. If the credit transaction subject to this Agreement is a credit sale as defined under the Maine Consumer Credit Code, this Agreement does not provide for attorney's fees or any other collection cost. You may be subject to such costs if a court so allows.
- (i) **For loans subject to the Oklahoma Consumer Credit Code:** With respect to a consumer loan as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; with respect to a supervised loan subject to 14A Okl.St. Ann. § 3-514, you shall pay reasonable attorney's fees if a court so allow; with respect to a credit sale as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; provided, however, that no attorney's fee shall be allowed if the amount financed is One Thousand Dollars (\$1,000.00) or less and the credit service charge exceeds ten percent (10%) per year calculated according to the actuarial method. Provided further, however, a court may award reasonable attorney's fees to a prevailing litigant in any transaction where such fees may be awarded in accordance with other Oklahoma statutes.
- (j) **For loans subject to the South Carolina Consumer Protection Code:** With respect to a consumer loan or consumer credit sale as defined by the South Carolina Consumer Protection Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.
- (k) **For loans subject to the Wisconsin Consumer Act:** If we obtain a court judgment against you for default under this Agreement, we may request an award of statutory costs and statutory attorney fees pursuant to sec. 814.04, Wis. Stats. If our request is granted, you will be required to pay these costs and fees.
- (l) **The following applies to all other loans not subject to the provisions listed above:** Costs of collection also include reasonable attorney's fees for any action taken by an attorney, which may include a salaried employee if state law allows, in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the Credit Union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals.

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES. We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at: Houston Police Federal Credit Union, 1600 Memorial Drive, Houston, TX 77007-7789. Please include your name, address, telephone numbers and Account number.**

**CREDIT INVESTIGATION.** In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

**TERMINATION OR CHANGES.** We can, subject to such notice as required by law, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the card as well as **INTEREST CHARGES** and other related charges. We may change the terms of this Agreement, including the periodic rate, at any time subject to applicable law. If permitted by law, the existing balance in your Account at the time of the change will be subject to the new terms, as shall subsequent transactions.

**FOREIGN TRANSACTIONS; CURRENCY CONVERSION.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands; this may include internet transactions, even if you are located in the United States.

**ILLEGAL TRANSACTIONS.** You may not use your card for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of this card will be deemed an act of default under this Agreement.

You further agree to waive any right to take legal action against us for your illegal use of the card and to indemnify and hold us, Mastercard International, Incorporated harmless from and against any lawsuits or other legal action or liability that results directly or indirectly from such illegal use.

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

We do not warrant any merchandise or services purchased by you with the card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your card.

The card remains our property at all times, and you agree to immediately surrender the card upon demand by us. You 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. We can accept late payment(s) or partial payment(s) or check(s) or money order(s) marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them.

You expressly waive presentation for payment, demand, protest, and notice of protest and dishonor of same. If you move, you agree to immediately notify us in writing of your new address.

**AGREEMENT AND ACKNOWLEDGMENT.** By signing this Agreement and any other related documents or using the card, each person agrees to all the terms and conditions and promises to perform all the obligations, requirements, and duties contained in this Agreement. The person signing as Applicant acknowledges receipt of a copy of this Agreement.

#### **STATE NOTICES.**

**Missouri Cardholders.** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (cardholder) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**Utah Cardholders.** This written Agreement is a final expression of the agreement between you and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.

**Wisconsin Cardholders.** (1) If you are married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires us to notify your spouse of the extension of credit. If we receive written notice of termination from your spouse pursuant to Wis. Stat. Section 766.56(5), we may declare you in default of the account and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the account is called due and payable, you may have certain rights to cure the default. (2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects our interests unless prior to the time the credit is extended, we are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

## IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-927-8707 during our normal business hours: 7:00 a.m. to 4:30 p.m. Monday - Friday.
2. This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act.  
However, we reserve our statutory lien rights and 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) you have with us to satisfy your obligations under this loan.
3. Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
4. Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

## YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

### What Will Happen After We Receive Your Letter

**When we receive your letter, we must do two things:**

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

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

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

**After we finish our investigation, one of two things will happen:**

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address(es) listed on your statement.

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