

you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the 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, defend, and hold us and VISA International, Inc. and MasterCard International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

16) International Transactions.

MasterCard Cards: If you effect an international transaction with your MasterCard, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your account. We will charge a Foreign Transaction Fee of up to 1% on all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. The Foreign Transaction Fee is a non-periodic finance charge and does not accrue interest. There is no grace period for repayment of international transactions in order to avoid the Foreign Transaction Fee.

VISA Cards: If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. We will charge a Foreign Transaction Fee of up to 1% on all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. The Foreign Transaction Fee is a non-periodic finance charge and does not accrue interest. There is no grace period for repayment of international transactions in order to avoid the Foreign Transaction Fee.

17) Visa Emergency Cash And Emergency Card Replacement Services. If this service is available, you acknowledge that we may provide personal data concerning you to VISA USA, its members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

18) 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 and 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.

19) Fair Credit Reporting Act Notification. We may report the status and payment history of your account to credit reporting agencies each month. If you believe that the information that we have reported is inaccurate or incomplete, please notify us in writing at PO Box 889, Texas City, TX 77592-0889. Please include your name, address, telephone numbers and account number.

20) Additional Provisions. Each provision of this Agreement must be considered as part of the total agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understood that the validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Texas. The Credit Union does not warrant any merchandise or services purchased by you with the card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for refusal of any merchant or financial institution to honor your card. The card(s) remain our property at all times, and you agree to immediately surrender the cards upon demand. We can accept late payments or partial payments, or checks or money orders 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 any number of times without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

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:

AMOCO Federal Credit Union
P.O. Box 889
2300 Texas Ave.
Texas CityTX 77592-0889

You may also contact us on the Web: www.amocofcu.org

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your statement, 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* or electronically. 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 your statement 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 statement 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 statement. 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* or electronically at:

AMOCO Federal Credit Union
P.O. Box 889
2300 Texas Ave.
Texas City, TX 77592-0889
www.amocofcu.org

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.

REWARDS! Credit Card Agreement

**AMOCO
FEDERAL CREDIT UNION**

“A Member Owned Cooperative Organization”

all about you™

Mailing Address

P.O. Box 889
Texas City, TX
77592-0889

Phone Numbers

PH 409.948.8541
TX 800.392.3813
US 800.231.6053

www.amocofcu.org



Credit Card Agreement

This Agreement Covers: VISA® Platinum Rewards, MasterCard® Platinum Rewards with AMOCO Federal Credit Union.

By using or permitting another to use your VISA Platinum Rewards, and/or MasterCard Platinum Rewards card(s), you are accepting this Agreement and agreeing to pay all amounts that will be owing in connection with your account. You also acknowledge receipt of a copy of this Agreement. In this Agreement, the words “you” and “your” mean each person who signed this application and his/her heirs and personal representatives, and any other person that uses the card. “We,” “our,” “us,” and “Credit Union” mean AMOCO Federal Credit Union. All of your obligations under this Agreement, including any **INTEREST CHARGES**, are owed to the Credit Union. The word “account” means any number of VISA Platinum and/or MasterCard Platinum accounts established for you under this Agreement. “Use of this 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 that 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.

SECURITY INTEREST AND PLEDGE OF SHARES: YOU PLEDGE TO US AND GRANT TO US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS MAINTAINED WITH US IN WHICH YOU HAVE INTEREST NOW OR IN THE FUTURE, EXCEPT AMOUNTS HELD IN AN IRA OR KEOGH PLAN, TO SECURE REPAYMENT OF AMOUNTS OWING UNDER THIS CREDIT CARD ACCOUNT, TOGETHER WITH ANY FEES OR COSTS WHICH MAY BE ASSESSED AGAINST THE ACCOUNT UNDER THE TERMS OF THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD THAT YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT UNDER THIS AGREEMENT, YOU AUTHORIZE US TO APPLY ANY AND ALL AMOUNTS ON DEPOSIT IN ANY ACCOUNT IN WHICH YOU HAVE AN INTEREST NOW OR IN THE FUTURE TO THE PAYMENT OF ALL AMOUNTS OWING UNDER THIS CREDIT CARD ACCOUNT.

Additional Security: If you have other loans with us, now or in the future, collateral securing such loans may also secure your obligations under this Agreement. This security interest does not apply to Home Equity loans, or any other dwelling-secured loan. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and any other agreements you have with us.

1) Extensions of Credit. If your application is approved, the Credit Union may, at its discretion, establish a credit card account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you

authorize the Credit Union to pay for your account, all items reflecting credit purchases and cash advances obtained through use of the card. The Credit Union, may at its discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. Any check written by you will be considered as a cash advance, even if used to make a purchase. By signing such a check, you authorize the Credit Union to pay the item for the amount indicated and post such amounts as 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. Please refer to the attached Rate and Fee Disclosures for charges that apply in connection with credit card convenience checks.

2) Joint Applicant Liability. If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the account does not release the joint cardholder from any liability already incurred.

3) Others Using Your Account. If you allow anyone else to use your card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your card 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 the card with your written notice for it to be effective.

4) Credit Limits. You promise the 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 disclosed to you at the time you receive your card or as adjusted from time to time at the discretion of the Credit Union.

5) Promise To Pay. You promise to repay the Credit Union all payments made for your account 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 (1) the “previous balance” (the outstanding balance in the account at the beginning of the billing cycle), (2) the amount of all cash advances, balance transfers, purchases and **INTEREST CHARGES** posted to your account during the billing cycle, (3) the amount of all payments and credits posted to your account during the billing cycle, and (4) the “new balance” which is the sum of (1) and (2) less (3). You agree to pay on or before the “payment due date” shown on the periodic statement either the entire “new balance”, or a minimum payment equal to 3% of the “new balance”, or \$18.00, whichever is greater, if the “new balance” is \$18.00 or less, you will pay in full.

6) Cost of Credit. You will pay **INTEREST CHARGES** for all advances made against your account. **INTEREST CHARGES** for cash advances and balance transfers begin to accrue on the date of the advance. 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 most recent monthly statement, or if there was no previous balance.

Thereafter, your account is subject to a variable rate, and the **APR** may increase. The applicable periodic rate used to compute the **INTEREST CHARGES** for all advances 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 10th day of the month and is subject to change monthly. If the 10th falls on a weekend or a holiday in any given month, then 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 in the month following the date of the change. An increase in the Index may result in an increase in the periodic rate, which in turn, may result in higher payments. We retain the discretion not to increase your rate when the Index increases, but such action does not preclude us from increasing the rate in step with Index increases on future occasions.

We will add a margin to the Index to determine your daily periodic rate and corresponding **APR**. The margin for VISA Platinum Rewards, and MasterCard Platinum Rewards accounts is set forth in the Rate Disclosure attached to this Agreement.

The daily periodic rates and corresponding **APRs** for VISA Platinum Rewards, and MasterCard Platinum Rewards accounts are set forth in the Rate Disclosure attached to this Agreement. The maximum rate for all accounts will never exceed a daily periodic rate of .049315%, which corresponds to an **APR** of 18%.

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 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 **INTEREST 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 **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.

No additional **INTEREST CHARGES** will be incurred whenever you pay the account in full by the “payment due date” as reflected on your most recent monthly statement. The “payment due date” is not less than 25 days from the billing cycle closing date shown on your statement. You may pay any amounts outstanding at any time without penalty for early repayment.

7) Other Charges. Please refer to the attached Rate and Fee Disclosures for other charges that apply in connection with your credit card account.

8) Credit Insurance. Credit life and/or credit disability insurance is optional. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended. The credit insurance rates may change. If the rates change, we will provide any notices required by applicable law.

9) Visa Card Liability for Unauthorized Use. If you notice the loss or theft of your VISA card or a possible unauthorized use of your VISA card, you should call the Credit Card Center immediately at:

(800) 442-4757

Under VISA’s zero liability policy, you will not be liable for unauthorized use of your VISA card once you notify us orally or in writing of the loss, theft, or possible unauthorized use. The foregoing zero liability policy does not apply if you are grossly negligent or fraudulent in the handling of your account or your VISA card, nor does it apply in the case of cash advances obtained at an ATI

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

10) MasterCard Liability for Unauthorized Use. If you notice the loss or theft of your MasterCard or a possible unauthorized use of your MasterCard, you should call the Credit Card Center immediately at:

(800) 442-4757

Under MasterCard’s zero liability policy, you will not be liable for any unauthorized use of your MasterCard once you notify us orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with the MasterCard; (2) you have not reported two or more incidents of unauthorized use of the MasterCard within the previous 12 months; and (3) you have maintained your account in good standing. The foregoing zero liability policy does not apply to cash advances obtained at an ATM.

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

11) Crediting Payments. All payments on your account will be applied first to collection costs, then to any **INTEREST CHARGES** and other fees due, and then to the unpaid principal balance. All payments made on your account at the address designated for payment on the monthly periodic statement or at any of our branch offices during our business hours will be credited to your account on the date of receipt. If we receive a payment on a day that is not a business

day for us or at a time that we are not open, your payment may be credited on the first business day following receipt. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall 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.

12) Default. You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with the Credit Union; (3) if you are the subject of an order for relief Under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining your card, or (6) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe.

13) Acceleration. If you are in default; the Credit Union may, without prior notice to you, call any amounts you still owe immediately due and payable plus **INTEREST CHARGES** which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration. The card remains the property of the Credit Union at all times, and you agree to immediately surrender the card upon demand of the Credit Union. You agree to pay all reasonable costs of collection, including court costs and attorney’s fees imposed and any cost incurred in the recovery of the card.

14) Termination or Changes. The Credit Union may add to, delete, or change 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 **INTEREST CHARGES** and other charges 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 off your full account balance at any time after your account is terminated, whether it is terminated by you or the Credit Union.

15) Unlawful Transactions. Your Credit Union credit card account(s) may not be used for any illegal or unlawful transactions. 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 that ultimately is determined to have been for an illegal purpose, you agree that