



## CREDIT CARD AGREEMENT AND DISCLOSURE

This Agreement establishes the terms and conditions of your credit card agreement with the Credit Union. In this agreement, the words "you" and "your" mean any person who signs this agreement or who uses any card or other access device that may be issued in connection with this Agreement. "Card" means the Texans Premier Rewards Visa, Texans Cash Rewards Visa, Texans Rate Advantage Visa, or Texans Secured Visa credit card and any duplicates and renewals the Credit Union issues. "Account" means your Texans Premier Rewards Visa, Texans Cash Rewards Visa, Texans Rate Advantage Visa, or Texans Secured Visa credit card account with the Credit Union. "Credit Union," "we," "us," and "our" mean the Texans Credit Union. You must be a member of the Credit Union to apply for a credit card. "Program" means the Texans Premier Rewards Visa, Texans Cash Rewards Visa, Texans Rate Advantage Visa, or Texans Secured Visa Credit Card Program.

**SECURITY:** 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 EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT FOR ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED. AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, checking, club, money market, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held – regardless of contributions that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest. 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.

**CROSS-COLLATERAL:** If you have other loans with us, or take out other loans with us in the future, collateral securing those loans (other than household goods or any dwelling) will also secure your obligations under this Agreement if those other agreements indicate that they may secure other obligations you may have with us.

**USING THE ACCOUNT:** If you are approved for an account, the Credit Union will establish a line of credit for you. By using the card for the first time, or authorizing another person to use your account, you agree to and accept all of the terms and conditions in this agreement. You agree that your credit limit is the maximum amount (purchases, cash advances, balance transfers, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. If the Credit Union has a program whereby it allows payment of advances that exceed your credit limit, the Credit Union will provide you with notice, either orally, in writing, or electronically (notwithstanding the requirements of the paragraph entitled "Statements and Notices") explaining your right to opt in to the Credit Union's program whereby it will honor advance requests over the credit limit. In the event you opt in to such a program, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance, and/or terminate your account at any time for any reason not prohibited by law.

**RESPONSIBILITY:** You promise to pay any and all charges incurred by you or by any person whom you authorize to use the Credit Card issued to you, and any fees or charges incurred in the recovery of a credit card, retrieval of transaction data, or collection of this account in accordance with the terms and conditions issued by VISA International, Inc. in accordance with the policies established by the Credit Union. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. If you or the actions of authorized users create a loss to the Credit Union, we reserve the right to demand the return of the cards, not issue replacement cards and/or remove access to future credit.

**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. You may be required to follow up in writing and return the card to us.

**JOINT ACCOUNT:** If more than one person applies for the card, each is individually responsible for all amounts owed on the account and is jointly and severally responsible for all amounts owed. This means the Credit Union can enforce the Agreement against any of you individually or all of you together. Each may obtain credit advances without the knowledge of the other and both are obligated to repay all advances made to the account. You agree to notify the Credit Union of any address change.

**USING THE CARD:** You may use the card issued to you to make purchases from anyone who accepts VISA Credit Cards. You may also obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program, and from automated teller machines (ATM's) that provide access to the VISA system. Your VISA Personal Identification Number (PIN) is needed to obtain a cash advance from an ATM (not all ATMs accept VISA Cards). You agree not to use the card for any illegal transactions such as advances for gambling or wagering where these practices are in violation of the law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction.

**PERSONAL IDENTIFICATION NUMBER (PIN):** We may furnish you with a Personal Identification Number (PIN). You agree to keep the PIN secret. You also agree you will not write the PIN on the Card or anything you keep with the card. Your use of the PIN and Card in making a purchase or obtaining a cash advance constitutes your agreement to be responsible for all amounts and charges incurred in connection with such transactions.

**FINANCE CHARGES (Interest Charge):** For purchase, cash advance, and balance transfer transactions on your Account, the balances subject to a finance charge are identified on your monthly statement as "Average Daily Balance" (including new purchases, new cash advances and new balance transfers). The "Average Daily Balance" is determined as follows. We take the beginning balance of your account each day, subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. We do not add in any new purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. Purchase transactions and balance transfers posted to your Account during the billing cycle period are included in the total only if the "New Balance" on your previously assessed bill was not paid in full by the end of the grace period, as explained below.

We will begin charging you interest on purchases and balance transfers on the date the transaction is posted to your Account. We will begin charging you interest on cash advances on the date of the transaction or the first day of the billing cycle in which the transaction is posted to your Account, whichever is later (transaction date). However, we will not charge you any interest on new purchases or balance transfers if your Account had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases or balance transfers, you must pay the entire new balance on the billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases or balance transfers, you must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

**"PROMOTIONAL RATE" FINANCE CHARGES:** From time to time and in our sole discretion, we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, or cash advances. Applicable terms and conditions will be disclosed at the time any such promotion is offered and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer that are not fully paid within the time period set forth in such promotional offer.

At the time of this agreement, your Account is subject to the following terms:

**PURCHASES, CASH ADVANCES, and BALANCE TRANSFERS ANNUAL PERCENTAGE RATES (APRs):** Your account is assigned an APR for purchases and balance transfers. These APRs are used to calculate your interest charges. See the Credit Card Disclosure Statement for the APR that applies to your account transactions.

**INTRODUCTORY APR:** The Introductory APR for purchases and balance transfers applies to all new purchases and "new money" transfers made using your new **Texans Rate Advantage Visa** card in the first 6 months from the date the account is opened. "New Money" is defined as money transferred from another financial institution.

**VARIABLE APR:** Unless noted otherwise, your APR will vary based on the U.S. Prime Rate published in the Wall Street Journal on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> falls on a day the Wall Street Journal does not publish, the Prime Rate published on the last publishing day preceding the 10<sup>th</sup> day will be used. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay and your Minimum Payment Due amount. Therefore, the amount of your minimum payment applied to interest will increase or decrease.

The APR for purchases, cash advances, and balance transfers is your "Standard APR." Your Standard APR may be adjusted on the first of the month after the U.S. Prime rate has changed. The rate change for existing balances will delay until the first day following your next billing statement. The Standard APR is determined by adding a Margin to the U.S. Prime Rate published in the Wall Street Journal on the tenth day of the previous month. For example: If the U.S. Prime Rate is 8.50% and your Margin is 4.65%, then your variable APR for purchases and balance transfers will be 13.15% APR (8.50% U.S. Prime Rate + 4.65% Margin = 13.15% APR). The margins are as follows: **Texans Premier Rewards Visa:** U.S. Prime Rate plus 6.65% to 14.75% (APR floor 12.99%); **Texans Cash Rewards Visa:** U.S. Prime Rate plus 6.65% to 14.75% (APR floor 12.99%); **Texans Rate Advantage Visa:** U.S. Prime Rate plus 4.65% to 14.75% (APR floor 10.99%); **Texans Secured Visa:** U.S. Prime Rate plus 14.99% (APR floor 17.99%). The Standard APR shall not exceed a rate of 18.00%.

**MONTHLY PAYMENTS:** Each payment you make on the account will restore your credit limit by the amount of the payment that is applied to the outstanding principal of the purchases, cash advance and balance transfer features of your account. At any time, if your total new balance exceeds your credit limit, you must immediately pay the amount that exceeds your credit limit.

**A PAYMENT IS REQUIRED EACH MONTH:** You must pay at least the minimum payment shown on your statement by the date specified on your monthly statement. You can repay any outstanding balance prior to maturity in whole or in part at your option without penalty. Your monthly payment must be made directly to the address shown on your statement. If available, you may have your minimum payment automatically deducted from your checking or savings account.

The minimum periodic payment required for your account will be 2% of your total new balance rounded to the highest dollar or \$25.00, whichever is greater, unless your outstanding balance is less than \$25.00, in which case your minimum payment will be your outstanding balance. Any portion of minimum payments shown on prior statements which remain unpaid, and any other applicable charges will also be added to your required minimum monthly payment.

Subject to applicable law, payments will be applied in the following order or in any manner the credit union chooses. First to any previously billed and unpaid Finance Charges on purchases, cash advances and balance transfers, then to the principal balance of cash advances, then

to the principal balance of purchases and balance transfers in the order they were transacted on your account, and then to any billed fees. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate. If two or more purchases were posted on the same day, your payment will be applied to the lowest amount first. You understand that any payment that delays the repayment of Your unpaid balance will increase Your Finance Charge and any payment that accelerates the reduction of Your unpaid balance will decrease Your Finance Charges.

**OTHER CHARGES:** The following other charges (fees) will be added to your Account, as applicable:

**RETURNED PAYMENT:** You will be charged up to \$25.00 if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance or collected from you on demand.

**LATE CHARGE:** If your payment is not received by the due date, you will be charged up to \$25.00.

**MILITARY LENDING ACT:** 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 (36%). 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 fee charged (other than certain participation fees for a credit card account).

**CREDIT BALANCES:** If there is a credit balance due you, you may request in writing a full refund of this credit balance at our address shown in this Agreement.

**SECURITY:** You grant us a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase. 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.

**TEXANS SECURED VISA:** You understand and agree that you must, at all times, keep a sum equal to your total credit limit (including any credit limit increase) in your deposit account, and you agree to provide additional security by depositing additional funds in the account if the Credit Union so requests. You understand and agree that the pledged funds in your deposit account will not be available to you until such time as you repay your entire Texans Secured Visa Credit Card Account, and your Texans Secured Visa Credit Card Account is closed.

**DEFAULT:** You will be in default: (1) if you fail to make any minimum payment or other required payment by the date that it is due, (2) if you break any promise you make under this Agreement, (3) if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due, (4) if any attachment or garnishment proceedings are initiated against you or your property, (5) if you default on any other indebtedness to the Credit Union, (6) if you make any false or misleading statement in any credit application or credit update, (7) 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 notice. If immediate payment is demanded, you will continue to pay Finance Charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe.**

If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this Agreement in the hands of an attorney or collection agency, for collection, to pay reasonable attorneys' fees, interest and fees due on this Agreement at the time of the employment of such attorney or collection agency.

**CREDIT INFORMATION:** You understand that the Credit Union will review your accounts periodically, and you hereby give your permission to and authorize the Credit Union to investigate and reassess your creditworthiness. You authorize the Credit Union to obtain information concerning your credit history from all available sources now and in the future. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

**LIABILITY FOR UNAUTHORIZED USE/LOSS OR THEFT:** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at PO Box 2087, Omaha, NE 68103-2087, or call us at 1-800-331-2241 for Texans Rate Advantage or Texans Secured Visa cards and 800-352-8783 for Texans Premier Rewards and Texans Cash Rewards cards. If out of the country, members can call 531-262-5266 for Texans Rate Advantage or Texans Secured Visa cards and 531-262-5269 for Texans Premier Rewards and Texans Cash Rewards cards twenty-four (24) hours a day, seven (7) days a week. 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.

#### **REWARDS VISA CREDIT CARD PROGRAM ("PROGRAM") RULES AND REGULATIONS**

**TEXANS PREMIER REWARDS VISA CARD:** Cardholders will earn 1.5 points for every \$1 spent, 2x points at restaurants, 3x points for gas, and 4x points for streaming services on "net new purchases". New Texans Premier Rewards Visa Credit Card holders will receive 40,000 bonus points when you spend \$2,000 in the first 90 days of opening Your account. Returns, credits, and adjustments to this card will be deducted from purchases, even if this card was not the original payment method. Cash Advances and Balance Transfers are not considered purchases and do not apply for purposes of this offer. Limit 1 bonus points rewards offer per new account. This one-time promotion is limited to customers opening a new account and will not apply to requests to convert existing accounts. Your account must be open with active charging privileges to receive this offer. Once you qualify, you will receive your bonus points within your next 1-2 billing cycles.

**TEXANS CASH REWARDS VISA CARD:** Cardholders will earn 1 point for every \$1 spent on "net new purchases". New Texans Rewards Visa Credit Card holders will receive 20,000 bonus points when you spend \$1,000 in the first 90 days of opening Your account. Returns, credits, and adjustments to this card will be deducted from purchases, even if this card was not the original payment method. Cash Advances and Balance Transfers are not considered purchases and do not apply for purposes of this offer. Limit 1 bonus points rewards offer per new account. This one-time promotion is limited to customers opening a new account and will not apply to requests to convert existing accounts. Your account must be open with active charging privileges to receive this offer. Once you qualify, you will receive your bonus points within your next 1-2 billing cycles.

**NET NEW PURCHASE:** "Net new purchases" are purchases of goods and services made by you or any authorized user on your account minus any returns or refunds ("other credits"), and do not include balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including an annual fee, if applicable. Net purchases will be reduced for any returns or credits made on your Account. Additional promotional opportunities to earn greater rewards may be offered with the rewards program. The amount and availability of the promotional offer will vary as defined by the terms of the promotion.

**EARNING RESTRICTIONS:** Rewards ("net purchases") are earned as net new purchases. Net purchases earned are not transferable, have no cash value and cannot be used as payment of obligation to us. If there is any abuse of the Program, failure to follow Program terms, or any misrepresentation by you, all unredeemed net purchases shall be forfeited and no additional net purchases shall accumulate. There is no maximum number of net purchases that you can accumulate in the Program. Bonus/Promotional offers may have a maximum accumulation.

**ABILITY TO EARN REWARDS:** If your card Account is in default as described in your Credit Card Agreement and Disclosure ("Agreement"), and/or your Account is closed for any reason, and/or there is any fraud or abuse related to the accrual of net purchases, we reserve the right to prohibit you from accumulating net purchases through your Account until the next billing cycle after your Account is no longer in default, and to cause you to forfeit any net purchases accumulated in your Account. If your net purchases are forfeited for any reason, we will not reinstate the net purchases to your Account. If your Account is closed for any reason, your accumulated net purchases will be forfeited.

**REDEMPTION PROCESS:** The redemption process must be initiated by the cardholder prior to the expiration date of "net purchases." Cardholders must accumulate a minimum of 2,500 points in order to be eligible to redeem points. Texans Premier Reward Cardholders will have the option to redeem points for gift cards, travel, merchandise, or Apple products in addition to a statement credit. Texans Cash Reward Cardholders will be able to redeem points for statement credits. Statement credits will be seen on the statement after redemption. Net purchases earned during a billing cycle are not available for redemption until they are posted on your billing statement. Net purchases for transactions made on or near the end of your billing cycle may take up to one billing cycle to post on your billing statement.

**EXPIRATION:** Net purchases earned in this Program will expire five (5) years from the date they are accumulated.

**PROGAM RESTRICTIONS:** We reserve the right to approve, deny or revoke participation in the Program for any reason whatsoever.

**RIGHT TO CHANGE/MODIFY/CANCEL:** The Program and benefits are offered at our sole discretion. We reserve the right to alter or waive any Program feature or benefit prospectively or retroactively, including, without limitation, participation fees, net purchase accrual or to cancel or temporarily suspend the Program at any time without prior notice.

**PROGRAM VOID:** The Program is void where prohibited by federal, state, or local law. We have no other obligation with respect to the Program beyond those described here.

**ADDITIONAL BENEFITS/CARD ENCHANCEMENTS:** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

**MERCHANT DISPUTES:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. Please refer to the section titled "Your Billing Rights" for more information. All disputes are governed by VISA rules.

**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 \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

**WHEN YOUR ACCOUNT MAY BE CLOSED AND EFFECTS OF ACCOUNT CLOSING:** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing as indicated in this Agreement. The Credit Union may close your account or suspend your Card privileges at any time without prior notice. The Credit Union may also reissue a different Card at any time. You must return the Card to the Credit Union upon request. You agree that the Card remains the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit or any part of the services provided pursuant to this Agreement and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

**CHANGING OR TERMINATING YOUR ACCOUNT:** You agree that the Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law at your last known address. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Your use of the card after receiving notice or a change will also indicate your agreement to the change.

You may request an increase in your credit limit either by written application or by phone. The Credit Union has the right to reduce or terminate your credit limit at any time. You understand and acknowledge that such action shall not affect your obligation to pay any outstanding balance PLUS any finance and other charges you owe under this Agreement. Accounts that have been inactive for one (1) year may be subject to termination at the renewal date. The card(s) 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.

**FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The currency conversion rate used to determine the transaction amount in US dollars is either 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, plus 1 percent of the transaction amount, which may be billed separately on your account or included in the transaction amount. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or processing date.

**EFFECT OF AGREEMENT/WAIVER:** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms. The Credit Union can delay enforcing any of its rights any number of times without losing them. 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 this agreement be found invalid, it will in no way affect the remainder of the agreement.

**NON-WAIVER:** We can accept late payments or partial payments or checks or money orders marked "payment in full" without losing our rights under this Agreement. Our failure to take action following any event of default shall not constitute a waiver of our right to take action in the event of a future default.

**STATEMENT AND NOTICES:** You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be sent to you at the most recent address you have given the Credit Union. Notice to any one of you will be considered notice to all.

**GOVERNING LAW:** Except to the extent that Federal Law is applicable, the laws of the state in which this document is written shall govern the validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the Card.

**Your Billing Rights: Keep This Document 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:

*Texans Credit Union*  
*PO Box 2087*  
Omaha, NE 68103-2087

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 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 why we believe the bill was 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:

**Texans Credit Union  
PO Box 2087  
Omaha, NE 68103-2087**

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.