

**Fort Worth Community Credit Union
Credit Card Agreement and Disclosure Statement
For Your Mastercard Platinum Member Rewards Account**

Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement covers your Mastercard (“Account”) shown above. In this Agreement, the words “you” and “your” mean any person who signs this Agreement or uses the Card. “We,” “our,” and “us” means Fort Worth Community Credit Union. The “Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the Card” means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use” means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

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, balance transfers, and cash advances obtained through use of the Card.

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 you from any liability already incurred.

CONVENIENCE CHECKS: 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. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit. Checks used to access your account may not be accepted in a format other than the checks received; unacceptable forms may include converting the checks to an e-check, a telephone initiated check, or other form. Charges that apply in connection with the use of Convenience Checks are as follows: **Copy of Paid Convenience Check \$5.00; Stop Payment on Convenience Check \$20.00; Convenience Check Reorder Fee \$4.00; Non-Sufficient Funds Check (NSF) \$25.00** or an amount equal to the amount for which the Convenience Check is drawn, whichever is less. Fees will be assessed at the time they are incurred.

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.

CREDIT LIMITS: You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of 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 in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) **INTEREST CHARGES** and other charges or fees; (c) collection costs and attorney’s fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, 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, balance transfers, Late Charges, Annual Fees, **INTEREST CHARGES**, and other charges or fees 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) minus (iii).

You agree to pay on or before the “Payment Due Date” shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is at least 2% of the New Balance or \$18.00, whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$18.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains.

COST OF CREDIT: You will pay an **INTEREST CHARGE** for all advances made against your Account. **INTEREST CHARGES** for cash advances, balance transfers, and convenience checks begin to accrue on the date of the advance. If you have paid your Account in full by the due date shown on the previous monthly statement, or there is no previous balance, you have not less than 25 days to repay your Account balance before an **INTEREST CHARGE** on new purchases will be imposed. Otherwise, there is no grace period and new purchases will incur an **INTEREST CHARGE** from the date they are posted to the Account.

The **ANNUAL PERCENTAGE RATE (“APR”)** for all advances is variable and may increase. The variable **ANNUAL PERCENTAGE RATE** is based on a margin as determined by us based on your credit limit and an index (the “Index”), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month. The variable **ANNUAL PERCENTAGE RATE** is subject to change monthly on the first day of each month. If the last day of the month does not fall on a business day in any given month, we will use the Prime Rate published on the last business day for that month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments. APR changes due to changes in the Index will affect both existing and future balances. The variable **ANNUAL PERCENTAGE RATE** for all advances in any given billing cycle will be the margin plus the Index. Your specific margin, the Daily Periodic Rate, and the corresponding **ANNUAL PERCENTAGE RATE** for all advances as of the Account opening date are set forth in the Account Opening Disclosures included with this Agreement. The **ANNUAL PERCENTAGE RATE** will never be higher than 17.99% (.049288% Daily Periodic Rate). If the Index ceases to be published or is otherwise unavailable, we may substitute a substantially similar index.

The **INTEREST CHARGE** is figured by applying the Daily Periodic Rate to the "Balance Subject to **INTEREST CHARGE**" which is the "Average Daily Balance" of your Account, including 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 (including balance transfers and convenience checks), 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 CHARGE**. 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 imposed on new purchases shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 25 days from the billing cycle closing date shown on your statement.

LATE PAYMENT FEE: We will charge a Late Payment Fee of \$25 or an amount equal to the Minimum Payment for the applicable statement period, whichever is less, if we do not receive the required minimum payment for your Account within 15 days of the Payment Due Date.

RETURNED PAYMENT FEE: We will charge a Returned Payment Fee of \$25 or an amount equal to the Minimum Payment for the applicable statement period, whichever is less, each time you make a payment that is returned unpaid for any reason. We will charge this fee the first time a payment is returned unpaid, even if it is paid upon resubmission.

Late Payment Fees and Returned Payment Fees will be added to the balance of your Account and treated as a purchase.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should call us or our designee immediately at: (800) 817-8234 (Credit Union - Business Hours Only) (800) 442-4757 (Credit Card Center - 24 Hours)

You may also write to us or our designee at:

Fort Worth Community Credit Union
c/o Credit Card Center
PO Box 495937
Cincinnati, OH 45249-5937

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

Under Mastercard's zero liability policy, you will not be liable for any unauthorized use of your Mastercard if (i) you have exercised reasonable care in safeguarding the card from risk of loss or theft, and (ii) upon becoming aware of the loss or theft, promptly report the loss or theft to us. If you do not meet these conditions, your liability will not exceed \$50. You will not be liable for any unauthorized use that occurs after you notify us.

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.

CREDITING OF PAYMENTS: We do not charge for payments made by regular mail service or any other standard payment methods we accept. If we charge a fee for any expedited payment service we offer, that fee will be disclosed at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement or by any other approved payment methods will generally be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. A payment submitted in the form of a check or other paper document may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the original check or other document sent to us will not be retained, but a copy will be available if requested. All minimum payments on your Account will be applied first to collection costs, then to any **INTEREST CHARGE** due as reflected on the most recent periodic statement, then to any fees due, and the remainder to the unpaid principal balance. Payments received in excess of the minimum required payment will be applied first to the balance with the highest interest rate, if applicable. 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 that 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.

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 ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.

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

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: 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 us; (3) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money maintained with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

ACCELERATION: If you are in default, without notice to you we may accelerate your debt and call any amounts you 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 our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect 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 add to, change, or delete the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses, to the extent permitted by law.

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 Fort Worth Community Credit Union, P.O. Box 210848, Bedford, TX 76095. Please include your name, address, home telephone number and Account number.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

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.

MILITARY COVERED BORROWERS: If you are a member of the Armed Forces or a dependent of any such member covered by the federal 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. 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). To receive an oral disclosure of the foregoing and information concerning your payment obligation under this Agreement, please call (800) 817-8234. The Promise to Pay section of this Agreement also sets forth the terms of your payment obligation.

TELEPHONE MONITORING AND CONTACTING YOU: To ensure quality service, you agree that we, our agents, and our service provider may monitor and/or record any telephone communications with you. By providing your telephone numbers to us, including any cellular telephone number, you represent that you are the subscriber and/or customary user of such telephone numbers. To the extent permitted by applicable law, you agree that we, our agents, and our service provider may contact you for any purpose (including collection purposes) at any telephone number or email address you have provided to us, or from which you call or email us, or which we have obtained and believe you can be contacted at. We may contact you by voice, text, email, or any other available means. Voice calls and text messages may be made using any available technology such as an autodialer and/or a prerecorded or artificial voice. Message and data rates may apply. If you change, cancel, or reassign any of your telephone numbers or email addresses, you agree to notify us promptly. You agree to hold us harmless for any misrepresentation or non-compliance with the terms of this section.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. You understand that this Agreement is performable in the county and state of the Credit Union shown above in this Agreement, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the state in which the Credit Union shown above is primarily located. 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. 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 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 waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. 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.

You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction which 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 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 and hold us, Mastercard International, Incorporated harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

If you perform an international transaction with your Mastercard, part of Mastercard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the date the transaction is processed, which may differ from the rate selected on the date the transaction occurred or the date the transaction is posted to your Account. Additionally, we will charge a Foreign Transaction Fee of up to 1% of the transaction amount (.9% for the Mastercard Issuer Cross-border Assessment and .2% for the Mastercard Currency Conversion Assessment) on all international purchases, cash disbursements, and Account credit transactions, whether originally made in U.S. dollars or converted from a foreign currency. There is no grace period within which to repay international transactions in order to avoid the Foreign Transaction Fee.

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:

Fort Worth Community Credit Union
c/o Credit Card Center
PO Box 495937
Cincinnati, OH 45249-5937

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. 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 at:

Fort Worth Community Credit Union
c/o Credit Card Center
PO Box 495937
Cincinnati, OH 45249-5937

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.

New York & Vermont Residents: Upon your request, we will inform you of the name and address of each credit-reporting agency from which we obtained a credit report relating to you. New York residents may request a comparative listing of credit card rates, fees, and grace periods by writing to: Public Information, New York State Banking Department, 2 Rector Street, New York, NY 10006-1894 or by calling 1-800-522-3330.

California Residents: (1) You have the right to prohibit us from disclosing to marketers of good marketing information concerning you that discloses your identity. You may exercise your right by calling us at 1-800-820-8302; (2) If you are a married applicant you may apply for credit in your own name; (3) Applicants may, after credit approval, use the credit card up to its credit limit and may be liable for amounts extended under the plan to any joint applicant; (4) As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Maine Residents: Consumer Reports (credit reports) may be requested in connection with this application. Upon request, you will be informed whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report.

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

Rhode Island: Consumer reports may be requested with this application.

Wisconsin Residents: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interests unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision.

CUSTOMER SERVICE: 1-800-442-4757 – 24 hours a day/7 days a week. (Please have account information available.)

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