



Helping You Build Financial Security

6401 South Bell Street  
P. O. Box 7407  
Amarillo, Texas 79114  
Phone: 806.353.9999  
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# CREDIT LINE ACCOUNT AND PERSONAL LOAN APPLICATION

ACCOUNT NUMBER – APPLICANT

ACCOUNT NUMBER – CO-APPLICANT

DATE

## Applicant Information PRINT OR TYPE ALL INFORMATION

1. If You live in a community property state, are You:

☐ Married ☐ Separated ☐ Unmarried (Includes Single, Divorced and Widowed)

2. Married applicants can apply for individual credit. Indicate if You would like:

☐ Individual Credit ☐ Joint Credit with Your Spouse/Co-Applicant

3. Method of Payment: ☐ Payroll Deduction ☐ Automatic Share Transfer ☐ Cash Payment

4. Frequency of Payment: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly

## Spouse/Co-Applicant Information

5. Complete Spouse/Co-Applicant Information only if:

- This is for joint credit with Your Spouse or other Co-Applicant;
- Your Spouse will use Your Account;
- You are relying on Your Spouse's income as a source of repayment for the credit requested; or
- You live in a community property state: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin (or Puerto Rico).

6. Definitions:

Whenever used in this application, the words "You" and "Your" refer to the Applicant(s) or Spouse/Co-Applicant and the words "We," "Us," and "Our" refer to the Lender.

## Credit Applied For:

Type of credit \_\_\_\_\_ Amount Requested \$ \_\_\_\_\_ Refinanced Amount \$ \_\_\_\_\_ Total Request \$ \_\_\_\_\_

Purpose \_\_\_\_\_ Collateral Offered \_\_\_\_\_ Value: \$ \_\_\_\_\_

**There are costs associated with the use of any Credit Card issued to You by Us. You may request specific information about these costs by contacting Us by telephone at (806) 353-9999 (callers from outside the 806 area code may call collect) or by writing Us at P.O. Box 7407, Amarillo, Texas 79114.**

## APPLICANT OR CO-SIGNER

FIRST NAME	INITIAL	LAST NAME	
SOCIAL SECURITY NUMBER		BIRTHDATE	
CURRENT STREET ADDRESS	APT. NO.	YEARS THERE	
CITY	STATE	ZIP	
MOTHER'S MAIDEN NAME	EMAIL ADDRESS		
FORMER ADDRESS (COMPLETE IF PREVIOUS ADDRESS IS LESS THAN 3 YEARS)			YEARS THERE
DO YOU: <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> PAY BOARD	HOME TELEPHONE	NO. OF DEP.	AGES OF DEPENDENTS
NAME, ADDRESS AND TELEPHONE OF NEAREST REFERENCE NOT LIVING WITH YOU			

## SPOUSE/CO-APPLICANT

FIRST NAME	INITIAL	LAST NAME	
SOCIAL SECURITY NUMBER		BIRTHDATE	
CURRENT STREET ADDRESS	APT. NO.	YEARS THERE	
CITY	STATE	ZIP	
MOTHER'S MAIDEN NAME	EMAIL ADDRESS		
FORMER ADDRESS (COMPLETE IF PREVIOUS ADDRESS IS LESS THAN 3 YEARS)			YEARS THERE
DO YOU: <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> PAY BOARD	HOME TELEPHONE	NO. OF DEP.	AGES OF DEPENDENTS
NAME, ADDRESS AND TELEPHONE OF NEAREST REFERENCE NOT LIVING WITH YOU			

## EMPLOYMENT AND INCOME If self-employed, attach financial statement or income tax returns.

CURRENT EMPLOYER (INCLUDE EMPLOYEE I.D. IF APPLICABLE)	EMPLOYMENT DATE	
ADDRESS/CITY/STATE/ZIP		
WORK TELEPHONE	POSITION	MO. GROSS SALARY
FORMER EMPLOYER	POSITION	YEARS THERE

CURRENT EMPLOYER (INCLUDE EMPLOYEE I.D. IF APPLICABLE)	EMPLOYMENT DATE	
ADDRESS/CITY/STATE/ZIP		
WORK TELEPHONE	POSITION	MO. GROSS SALARY
FORMER EMPLOYER	POSITION	YEARS THERE

## OTHER INCOME Alimony, child support, or separate maintenance income need not be revealed if You do not choose to have it considered. (Proof Required)

TYPE OF OTHER INCOME	MONTHLY AMOUNT
NAME AND ADDRESS OF PAYER	

TYPE OF OTHER INCOME	MONTHLY AMOUNT
NAME AND ADDRESS OF PAYER	

## ASSETS AND DEPOSITS Attach a separate sheet if necessary.

TYPE	BANK (OR OTHER) NAME & ADDRESS	ACCOUNT NO.	INTEREST RATE	APPROX. BAL.
	SEE ATTACHED			
CAR 1 - YR. - MAKE - MODEL			VALUE	
CAR 2 - YR. - MAKE - MODEL			VALUE	
HOMEOWNERS: PLEASE INDICATE NAME(S) ON DEED		PURCHASE PRICE	APPROX. VALUE	

TYPE	BANK (OR OTHER) NAME & ADDRESS	ACCOUNT NO.	INTEREST RATE	APPROX. BAL.
CAR 1 - YR. - MAKE - MODEL			VALUE	
CAR 2 - YR. - MAKE - MODEL			VALUE	
HOMEOWNERS: PLEASE INDICATE NAME(S) ON DEED		PURCHASE PRICE	APPROX. VALUE	

**CREDIT INFORMATION** Please list all open accounts with or without a balance. Attach separate sheet if necessary.**A=Applicant C=Spouse/Co-Applicant**  
**D=Debts to be paid off if loan is granted.**

PLEASE CHECK			LENDER (OR OTHER ) NAME & ADDRESS LIST ALL OBLIGATIONS, INCLUDING CREDIT UNION LOANS	ACCOUNT NUMBER	INTEREST RATE	ORIGINAL AMOUNT	BALANCE	MONTHLY PAYMENT	
A	C	D							
			SEE ATTACHED						
Please answer the following questions. If a yes answer is given, explain on attached sheet.			<b>A</b> YES NO	<b>C</b> YES NO	<b>TOTALS</b>				
1. Have You filed a petition for bankruptcy in the last 14 years?					Please Check: A=Applicant/Co-Signer C=Co-Applicant			<b>A</b> YES NO	<b>C</b> YES NO
2. Have You ever had any auto, furniture or property repossessed?					6. Have You any Obligations not listed?				
3. Are you a co-maker or co-signer on any loan? For Whom _____ Amount \$ _____					7. Do You have any past due bills?				
4. Have you ever had credit in any other name? What name _____					8. Is any income You have listed likely to reduce in the next two years?				
5. Have You any suits pending, judgments filed, alimony or support awards against You?					9. Indicate immigration status: Applicant <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent U.S. Resident <input type="checkbox"/> Other _____ Co-Applicant <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent U.S. Resident <input type="checkbox"/> Other _____				

**OPTIONAL CREDIT INSURANCE**

Credit Life and/or Credit Disability Insurance are not required to obtain credit and, for Credit Line Accounts, will be included only if requested immediately below by the APPLICANT. The insurance rates for Credit Line Accounts are shown below. For Credit Line Accounts, the insurance charge is calculated each month by multiplying the outstanding balance of the Account on the last day of that month by the rate shown. For Closed-End loans, the total insurance premium will be calculated and disclosed to You separately.

**Monthly Premium Rates per \$1000 of Outstanding Balance for Credit Line Accounts - You must CHECK ONE OR MORE of the boxes below.**

CREDIT LIFE: Single Coverage - \$ .057 ☐ Yes ☐ No Joint Coverage - \$ .086 ☐ Yes ☐ No  
CREDIT DISABILITY (Primary Borrower Only): Single Coverage - \$ .130 ☐ Yes ☐ No

**Closed-End Loan Applicants - You must CHECK ONE OR MORE of the boxes below.**

You are interested in Credit Disability Insurance - single coverage ☐ You are interested in Credit Life Insurance - single coverage ☐ joint coverage ☐  
You are not interested in Credit Insurance

**NOTE:** For Closed-End loans, an appropriate disclosure will be furnished if Your credit is approved. If this application is for a Credit Line Account and You are applying for Credit Insurance, You authorize Us to add the required premiums to Your Account, charge a Finance Charge on the premiums at the rate which applies to Your Account, and forward such premiums to the Insurance Company.

SIGNATURE OF APPLICANT \_\_\_\_\_ SIGNATURE OF CO-APPLICANT \_\_\_\_\_

**SIGNATURES**

You warrant the truth of the above information and You realize that it will be relied upon by Us in deciding whether or not to grant the credit applied for. You hereby authorize Us, Our employees and agents to investigate and verify any information provided to Us by You. If this application is for any Feature Category contained in Our Credit Line Account or Credit Card Account Program, You agree and understand that if approved, You are contractually liable according to the applicable terms of the Credit Line Account Agreement and Disclosure and/or Credit Card Account Agreement and Federal Disclosure Statement. You will receive a copy of such Agreement and Disclosure no later than the time of Your first credit advance and You promise to pay all amounts charged to Your Account according to its terms. If this is a joint application, You agree that such liability is joint and several. You authorize Us to accept Your facsimile signatures on this application and agree that Your facsimile signature will have the same legal force and effect as Your original signature. You assume any risk that may be associated with permitting Us to accept Your facsimile signature. **If You are issued a Credit Card, You grant and consent to a lien on Your shares with Us (except IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.**

You hereby acknowledge Your intent to apply for joint credit \_\_\_\_\_  
Applicant's Initials Co-Applicant's Initials

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Signature of Applicant or Co-Signer Date Signature of Spouse/Co-Applicant Date

**LOAN OFFICER****OTHER APPROVING SIGNATURES**

ADVANCE APPROVED YES ☐ NO ☐ REFERRED TO CC ☐  
COUNTER OFFER WILL BE MADE. IF ACCEPTED, LOAN APPROVED

ADVANCE APPROVED YES ☐ NO ☐  
COUNTER OFFER WILL BE MADE. IF ACCEPTED, LOAN APPROVED

DESCRIBE COUNTER OFFER

SPECIFIC REASON(S) FOR REJECTION/APPROVAL

LOAN OFFICER SIGNATURE DATE

CREDIT LIMIT \$ ADDITIONAL INFORMATION

CREDIT MANAGER OR OTHER DATE

ECOA NOTICE AND REASON FOR REJECTION OR UNACCEPTED COUNTER-OFFER SENT OR DELIVERED ON

(DATE) BY

# CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT CARD ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA CLASSIC, VISA GOLD, VISA SECURED, MASTERCARD REGULAR, MASTERCARD GOLD, MASTERCARD PLATINUM AND MASTERCARD SECURED AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF VISA CLASSIC, VISA GOLD, VISA SECURED, MASTERCARD REGULAR, MASTERCARD GOLD, MASTERCARD PLATINUM AND MASTERCARD SECURED CREDIT CARDS, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

## Interest Rate and Interest Charges

### Annual Percentage Rate (APR) For Purchases

VISA Classic: <u>12.4%</u>	MasterCard Gold: <u>12.4%</u>
VISA Gold: <u>12.4%</u>	MasterCard Platinum: <u>7.49 OR 8.69%</u>
VISA Secured: <u>12.4%</u>	MasterCard Secured: <u>12.4%</u>
MasterCard Regular: <u>12.4%</u>	

### APR For Balance Transfers

VISA Classic: <u>12.4%</u>	MasterCard Gold: <u>12.4%</u>
VISA Gold: <u>12.4%</u>	MasterCard Platinum: <u>7.49 OR 8.69%</u>
VISA Secured: <u>12.4%</u>	MasterCard Secured: <u>12.4%</u>
MasterCard Regular: <u>12.4%</u>	

### APR For Cash Advances

VISA Classic: <u>12.4%</u>	MasterCard Gold: <u>12.4%</u>
VISA Gold: <u>12.4%</u>	MasterCard Platinum: <u>7.49 OR 8.69%</u>
VISA Secured: <u>12.4%</u>	MasterCard Secured: <u>12.4%</u>
MasterCard Regular: <u>12.4%</u>	

### Paying Interest

We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of the statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.

### For Credit Card Tips from the Consumer Financial Protection Bureau

To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/learnmore>.

## Fees

### Transaction Fees

- Foreign Transaction

**1.00%** of each foreign currency transaction in U.S. Dollars.  
**0.80%** of each U.S. Dollar transaction that occurs in a foreign country.

### Penalty Fees

- Late Payment
- Returned Payment

Up to **\$25.00**  
Up to **\$15.00**

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

**DEFINITIONS.** In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean ACCESS COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Classic, VISA Gold, VISA Secured, MasterCard Regular, MasterCard Gold, MasterCard Platinum or MasterCard Secured Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the VISA Classic, VISA Gold, VISA Secured, MasterCard Regular, MasterCard Gold, MasterCard Platinum or MasterCard Secured Credit Card Account established for You under this Agreement. "Convenience Check" means the special Account access devices that We may provide for Your use from time to time. If this is a joint Account, read singular pronouns in the plural.

**PROMISE TO PAY.** You understand that the following terms and conditions constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, Convenience Checks, Credit Cards and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

Credit Card	Daily Periodic Rate	ANNUAL PERCENTAGE RATE
<b>VISA Classic</b>	0.0003397 %	12.4 %
<b>VISA Gold</b>	0.0003397 %	12.4 %
<b>VISA Secured</b>	0.0003397 %	12.4 %
<b>MasterCard Regular</b>	0.0003397 %	12.4 %
<b>MasterCard Gold</b>	0.0003397 %	12.4 %
<b>MasterCard Platinum</b>	0.0002052 OR 0.0002380 %	7.49 OR 8.69 %
<b>MasterCard Secured</b>	0.0003397 %	12.4 %

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**SECURITY.** Collateral (other than household goods or any dwelling) given as security under any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**CONSENSUAL LIEN ON SHARES.** You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a VISA Secured or MasterCard Secured Credit Card, You agree to give Us a specific pledge of shares which will be equal to the sum total of Your Credit Limit, plus the greater of: (a) \$100.00; or (b) 10% of such Credit Limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your VISA Secured or MasterCard Secured Credit Card. You may cancel Your VISA Secured or MasterCard Secured Credit Card at any time by paying any amounts owed on such Account. To be certain that Your entire balance and all advances are paid, any shares pledged may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

**LINE OF CREDIT LIMITS.** You will be notified of each specific Credit Limit for which You are approved. Unless You are in default, the Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful

money of the United States. We may apply each payment to whichever Feature Category We wish. Except as required by law, We may apply payments at Our discretion. Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Payments will be an amount equal to 3.00% of Your new unpaid Account balance at the end of each billing cycle, subject to the lesser of \$25.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**FINANCE CHARGES.** In the case of any transactions under Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, balance transfers, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Balance transfers and cash advances are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

**LATE CHARGE.** If Your payment is 10 or more days late, You will be charged the lesser of: (a) \$15.00 for balances that are less than \$100.00, \$20.00 for balances equal to or greater than \$100.00 but less than \$1,000.00, or \$25.00 for balances equal to or greater than \$1,000.00; or (b) the amount of the minimum payment due.

**VISA FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign

countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

**MASTERCARD FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 8/10th of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if your transaction is also initiated in a foreign currency You will be charged an additional 2/10th of 1.00% calculated on the final converted settlement amount.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (a) the lesser of \$15.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; and (b) \$5.00 for each replacement Card You request.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (800) 442-4257 or by writing to Us at P.O. Box 815909, Dallas, TX 75381-5909. In any case, Your liability will not exceed \$50.00.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (800) 442-4257 or write to Us at P.O. Box 815909, Dallas, TX 75381-5909.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your share account after 6 months.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Texas, except to the extent that such laws are inconsistent with controlling federal law.

#### **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 Our address shown in this Agreement. 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 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 \$50.00 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 \$50.00. (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 Our address shown in this Agreement.

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.