



DATCU CREDIT CARD  
AGREEMENT AND DISCLOSURE  
(Effective 05/01/2022)

**NOTICE:** Read and retain this Card Agreement for future reference. This is the Card Agreement and Truth-in-Lending Disclosures for all DATCU Credit Cards.

**DEFINITIONS:**

In this Agreement, the words "you" and "your" mean any person who signs an application for a Card or uses the Card.

The words "we," "our," "us," and "Credit Union" mean DATCU.

"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 by someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document.

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

**ISSUANCE OF CREDIT CARD:** If your application is approved, the Credit Union may, at its discretion, establish a Credit Card account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize the Credit Union or its designee to pay for your account all items reflecting credit purchases made, balance transfers, cash advances obtained, or other credit extended through use of the Card.

**CONVENIENCE CHECKS:** The Credit Union may, at its discretion, issue checks to you that may be used for any purpose other than making a payment for credit to your account. Any check written by you will be considered a cash advance, even if it is used to make a purchase. By signing such checks, you authorize us to pay the item for the amount indicated and return any item that would cause the outstanding balance in your account to exceed your credit limit.

**STOP PAYMENT ORDERS:** You agree that our rules for stopping payment on ordinary checks apply to stopping payment on your Convenience Checks. If you ask us to stop payment or renew a stop payment order, you will be charged our standard stop payment fee as set forth on our Truth in Savings Fee Schedule for each order or renewal of an order.

**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, balance transfers, and advances made by anyone you authorize to use your account, whether or not you notify us that the person you authorize will be using it. If you authorize someone else to use your account and you want to end that person's privilege, you must notify us in writing and, if that person has a Card, you must return that Card with your written notice for it to be effective.

**CREDIT LIMITS:** You promise that payments made for your account resulting from use of the Card or your Convenience Checks will, at no time, cause the outstanding balance in your account to exceed your credit limit as established by us or as adjusted from time to time at our discretion. Cash advances are limited to 50% of your credit limit. If you exceed your credit limit, we can still charge you for all purchases and advances without giving up any of our rights. If you write a Convenience Check which causes you to exceed your credit limit, we are under no obligation to pay such check, and it may be returned to the payee unpaid at our option.

**PROMISE TO PAY:** You promise to pay the Credit Union or its designee and be liable for all advances, balance transfers, purchases, and other credit extended under this Agreement made by your or anyone whom you authorize to use the Card or Account together with any INTEREST CHARGES as set forth below.

**INTEREST CHARGES:** At the end of each billing cycle for which you have a balance or a transaction on your account, you will be furnished with a periodic statement showing, among other things, the "previous balance" (the outstanding balance in the account at the beginning of the billing cycle), the amount of all purchases, balance transfers, advances, and INTEREST CHARGES, and other charges or fees posted to your account during the billing cycle, and the amount of all payments and credits posted to your account during the billing cycle, and the balance owed as of the end of the billing cycle. The balance owed will be designated as the "New Balance" on the periodic statement.

**PAYMENT DUE DATE:** You agree to pay on or before the "Payment Due Date" shown on the front of the periodic statement, at your option, either (a) the entire New Balance or (b) a minimum payment equal to an amount which is equal to the greater of \$25 or 2% of the New Balance plus any amount in excess of the credit limit established by us and any past due minimum payments. If any New Balance is \$25.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without penalty for early payment. Regardless of the amount of any extra payments during a given month, a monthly payment will be required the following month if a balance remains on your account.

**COST OF CREDIT:** You will pay an INTEREST CHARGE for all advances made against your account. Cash advances and balance transfers will incur an INTEREST CHARGE from the date they are posted to your account. New purchases will not incur an INTEREST CHARGE on the date they are posted to your account and will have a 25-day grace period if you have paid the account in full by the Payment Due Date shown on your previous monthly statement or if there was no previous balance. Late fees, Return Check Service Charges, and third-party ATM surcharges will be added to the balance of your account and treated as new purchases. Except for cash advances and balance transfers, no additional INTEREST CHARGE will be incurred whenever you pay the account in full prior to the Payment Due Date.

**VARIABLE RATE:** The periodic rate used to compute the INTEREST CHARGE for purchases, balance transfers, and cash advances (the "Standard Rate") is variable and may increase. The variable rate is based on an index (the "Index") which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly. Any change in the Index will be effective on the first day of the billing cycle following the date of change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments. For all advances, the Daily Periodic Rate will never be greater than a Daily Periodic Rate of 0.049288%, which corresponds to an ANNUAL PERCENTAGE RATE of 17.99%. There is a minimum INTEREST CHARGE of \$1 for each statement period in which an INTEREST CHARGE is due. The ANNUAL PERCENTAGE RATE for purchases, balance transfers, and cash advances will be the Index plus the Purchases Base Rate set forth in the Additional Disclosure. The initial Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for purchases, which are accurate within 30 days of the time this Agreement is provided to you, are set forth in the Additional Disclosure. In addition to the variable-rate aspects of your account, the ANNUAL PERCENTAGE RATE for purchases is also based on certain creditworthiness criteria. A portion of the INTEREST CHARGE is figured by applying the applicable Daily Periodic Rate to the Average Daily Balance of your account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, and cash advances.

**AVERAGE DAILY BALANCE:** The Average Daily Balance is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except if you have paid your account in full by the Payment Due Date shown on the previous monthly statement or



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there is no previous balance, new purchases are not added to their respective feature category balances. When determining balances, we may combine feature category balances that have the same periodic rate and other interest charge terms. We then subtract any payments or credits and unpaid INTEREST CHARGES allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for each feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for each feature category. The periodic INTEREST CHARGE is determined by multiplying each feature category Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product. The Total INTEREST CHARGE for each statement period is the sum of the periodic INTEREST CHARGES for each feature category plus any non-periodic INTEREST CHARGES.

**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 immediately at:  
(940) 387-8585 or Toll Free (866) 387-8585

You may also write us at:  
DATCU  
Attn: Credit Card Department  
P.O. Box 827  
Denton, TX 76202-0827

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 VISA zero liability policy, the Cardholder will not be liable for any unauthorized transaction if the Cardholder has exercised reasonable care in safeguarding the Card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly reports the loss or theft to DATCU. 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 you make by regular mail service or other standard payment methods we have approved. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited to your Account on the date of the receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. All minimum payments required for your account will be applied first to any collection costs due, then to any INTEREST CHARGE and other fees, and then to the unpaid principal balance in our discretion. Payments received in excess of the minimum required payment will be applied first to the balance with the highest interest rate. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under the applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

**LATE PAYMENTS:** Any payment that delays the reduction of your balance will increase your total interest cost. We may accept late payments, partial payments, checks, or money orders marked "payment in full" or may delay enforcing any of our rights without forfeiting them and such action on our part shall not constitute a waiver of our rights.

**LATE CHARGE:** If a payment is ten days or more in arrears, you will be charged a late charge as disclosed in our Truth in Savings Fee Schedule.

**RETURN CHECK SERVICE CHARGES:** If you make a payment on your account by ordinary check or otherwise and the check or payment is returned to the payee unpaid, or if you write a Convenience Check which causes you to exceed your credit limit or is otherwise returned to the payee unpaid, you will be charged a Returned Check Fee as disclosed in our Truth in Savings Fee Schedule.

**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. You understand that you should read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and any other agreements you have with us.

**YOUR RESPONSIBILITY:** You promise to notify us of any change in your name, address, or employment. You promise not to obtain an advance or credit extension under this Agreement if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your creditworthiness, credit standing, or credit capacity. You will not make purchases or obtain advances so that your balance will exceed your credit limit.

**DEFAULT:** If you fail to make any payment on time or not meet any of the conditions of this Agreement, or if your Card is canceled, or if surrender is demanded by the Credit Union, or if any attachment, garnishment, or like proceeding is brought against you or your property, or if you have given us false or inaccurate information in obtaining your Card, or if we, in good faith, believe that your payment or performance of your obligation is impaired, then you will be in default, in which event we may at our option declare all amounts then owed by you to be immediately due and payable without any further notice or demand to you, and you expressly waive any notice of our intent to accelerate, notice of acceleration, or demand. You must pay us at that time the total unpaid balance, as well as the INTEREST CHARGE to date and our costs of collection, including reasonable attorney's fees that we may incur. INTEREST CHARGES shall continue to accrue until the entire amount is paid. The Card remains our property at all times, and you agree to immediately surrender the Card and any unused Convenience Checks upon the Credit Union's demand.

**JOINT APPLICANT LIABILITY:** In the event this Agreement is executed by someone in addition to you, it is further agreed that the terms "you" and "your" as used herein shall refer to you collectively and that each of you shall be jointly and individually liable to the Credit Union 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



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applicant may remove himself/herself from responsibility for future purchases at any time by notifying the Credit Union in writing. However, removal from the account does not release any joint applicant from liability already incurred.

**MODIFICATION:** We may change, delete, or add to 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 to make a purchase or balance transfer or obtain a cash advance 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, unless prohibited by law.

**TERMINATION:** You understand that the Credit Union may, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from use of the Card as well as INTEREST CHARGES and other related charges.

**INTERNATIONAL TRANSACTIONS:** If you effect an international transaction with your Credit Card, VISA will convert the charge into a U.S. dollar amount. The rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. We will charge a one percent Foreign Transaction Fee on all international transaction amounts. There is no grace period within which international transactions may be repaid to avoid the Foreign Transaction Fee.

**ILLEGAL TRANSACTIONS:** You may not use the Card for any illegal purpose or transaction. The Credit Union may refuse to authorize any transaction that it believes to be illegal or that poses an undue risk of illegality. 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 the Credit Union for your illegal use of the Card and to indemnify and hold the Credit Union, and VISA, harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:** You authorize us to check your credit and employment history and to request and use credit reports in connection with your application and, if approved, maintenance of your account. We may report the status and payment history of your account to credit reporting agencies each month. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe that the information we have reported to a credit reporting agency is inaccurate or incomplete, or if you are in need of transaction records related to an incident of identity theft, you should notify us in writing at: DATCU, P.O. Box 827, Denton, TX 76202-0827. Please include your name, address, telephone numbers, account number, and identify the information that is the subject of your notification. If your notification relates to an alleged incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

**ADDITIONAL PROVISIONS:** All credit for purchases and advances is extended at the option of the merchant or cashing financial institution, and we are not responsible for the refusal of any merchant or financial institution to honor your Card. We do not warrant any merchandise or services purchased by you with your Card. This Agreement is performable in Denton County, Texas, and the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas to the extent not preempted by federal law. 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 this Agreement. The Credit Union can delay enforcing any of its rights under this Agreement without losing them.

**LINKING ACCOUNT OR ACCESS DEVICE TO A THIRD PARTY APPLICATION (APP) OR PAYMENT SERVICE:** You agree that if you link any of your accounts or access device(s) to a third-party app or payment service (including but not limited to Cash App, PayPal, Zelle, or Venmo) you understand and agree that these are NOT Credit Union services; and any transaction(s) you make will be subject to your agreement with the application or service provider. You further understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied.

**AGREEMENT AND ACKNOWLEDGMENT:** By signing the application for a Card, or by using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements and duties set forth in this Agreement. You also acknowledge receipt of a copy of this Agreement.

**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:

DATCU  
Attn: Credit Card Department  
P.O. Box 827  
Denton, TX 76202-0827

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.

You are responsible for promptly examining each statement. You agree that we will not be liable for any unauthorized withdrawal, if you fail to notify us within 60 days after the first unauthorized withdrawal appeared on your statement. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 60 day period, even if the subsequent unauthorized withdrawals are reported promptly.

If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**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:

DATCU  
Attn: Credit Card Department  
P.O. Box 827  
Denton, TX 76202-0827

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.

**DATCU CASH BACK REWARDS PROGRAM:**

**How do you earn rewards?**

You will earn points for every \$1 spent in net purchases (purchases minus returns/credits) made on your credit card account, rounded to the nearest whole dollar. Cash advances, balance transfers, or convenience checks used to access your account are not considered purchases and will not earn rewards. Reward point values may change at anytime as deemed by DATCU. Point values will be published on DATCU's website at [www.datcu.org](http://www.datcu.org) along with any promotion or special terms.

**Reward Limitations:**

Reward options and the corresponding points required for redemption, limitations on point accrual, including monthly and/or yearly point maximums, point expiration period, and increase or decrease in value of net point accrual are determined by, and may be modified by, DATCU at any time.

**Redemption of Rewards:**

Reward redemption will be available through online banking, calling our virtual branch, or in person at any branch location, for cash or credit as determined by DATCU and may not be used in conjunction with promotions or discounts offered outside this program. Points have no monetary value outside this program nor can they be combined or transferred with or to any other loyalty program(s). Your account must be active and in good standing (i.e. not delinquent, suspended, canceled, or otherwise not usable for charges) to redeem rewards.

**Additional Disclaimers:**

DATCU reserves the right to terminate or suspend this program at any time without notice, restriction, or penalty. If applicable, a specified time may be given for the redemption of existing points when notice of program termination is made.

**Closing of Account:**

Upon closure of credit card account, all existing, and/or pending points will immediately expire and not be eligible for redemption.