



**PLATINUM**  
**PREMIER RATE**  
**MASTERCARD®**

**AGREEMENT  
BILLING RIGHTS  
&  
CREDIT CARD  
DISCLOSURE**

**IMPORTANT**

**KEEP THIS NOTICE  
FOR FURTHER USE**

## Interest Rates and Interest Charges

MasterCard® Credit Cards	Platinum Premier Rate
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>7.95% to 18.00%</b> when you open your account, based on your creditworthiness and other factors. After that, this APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> Introductory APR for Balance Transfers made during the first 90 days from the date of account opening. Introductory APR does not apply to purchases. Promotional balances will remain at <b>0%</b> APR for 12 months starting from the date of the initial Balance Transfer request. Beginning with the thirteenth month, your APR will be <b>7.95% to 18.00%</b> based on your creditworthiness and other factors. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>0%</b> Introductory APR for Cash Advances made during the first 90 days from the date of account opening. Introductory APR does not apply to purchases. Promotional balances will remain at <b>0%</b> APR for 12 months starting from the date of the initial Cash Advance request. Beginning with the thirteenth month, your APR will be <b>7.95% to 18.00%</b> based on your creditworthiness and other factors. This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>Minimum Interest Charge</b>	<b>None</b>

<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your ENTIRE balance, including Balance Transfers and Cash Advances, by the due date each month. If the ENTIRE balance is not paid, then interest will be charged on any purchases, but not on the Balance Transfers and/or Cash Advances made during the first 90 days of the account opening.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<b>None</b>  <b>2% of the amount of each Cash Advance</b>   <b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over the Credit Limit</li> <li>• Returned Payment</li> </ul>	<b>Up to \$25</b>  <b>None</b>  <b>Up to \$24</b>
<b>Other Fees</b>	<b>None</b>

## How We Will Calculate Your Balance:

We use a method called “average daily balance (including new purchases).” See the terms and conditions of your credit card agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card agreement. The information about the costs of the cards described in this application are accurate as of 04/2022. This information may have changed after that date. To find out what may have changed, call us at 1-800-580-3300 or write to us at: Randolph-Brooks Federal Credit Union, P.O. Box 2097, Universal City, Texas 78148.

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You specifically grant the Credit Union a lien and consensual security interest in all individual and joint accounts, present and future shares and deposits held in any 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. This does not apply to shares in an Individual Retirement Account or Simplified Employee Plan qualifying as such under the Internal Revenue Code. You authorize the Credit Union to take money from any non-exempt account and apply it to what you owe, if you are in default.

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**DEFINITIONS:** “Agreement” means this RBFCU Platinum Premier Rate Mastercard® Agreement. “You”, “Your”, and “Cardholder” mean any person who signs the Application or uses the card. “Card” and “Account” mean the RBFCU Platinum Premier Rate MASTERCARD which we issue under this Agreement and includes any device or check used to obtain credit or cash from the credit card account. The terms “our”, “we”, “us”, or “Credit Union” refers to RBFCU or any of its assignees. “Use of the card” means any procedure used by you, or someone authorized by you, to make a purchase, perform a Balance Transfer or obtain a Cash Advance whether or not the purchase or advance is evidenced by a signed document. “ATM” means automated teller machine. “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.

1. **AGREEMENT:** This Agreement governs the use of your credit card account with us and you agree to be bound by the terms of the Agreement. If your account is a joint account, all of you will be jointly and individually responsible for all amounts due under this Agreement. If your application is approved, the Credit Union may, at its discretion, establish a Credit Card account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize the Credit Union to pay for your account, all items reflecting credit purchases, Balance Transfers, and Cash Advances obtained through the use of the Card. You agree to immediately sign the back of the Card upon receipt in order to ensure proper use. You may purchase goods and services by using your Card at any retail business establishment authorized to honor the Card. You may obtain Cash Advances through the use of your Card at a financial institution authorized to make such Cash Advances. All retail purchases and Cash Advances are made at the option of the merchant or cash advancing institution. The Credit Union is not responsible for refusal by any merchant or cash advancing institution to honor your Card. Any refund, adjustment, or credit allowed by a merchant will be by a credit notice to the issuer of your Card and will be shown as a credit on your periodic statement.
2. **CREDIT LIMITS:** You promise the purchases made or Cash Advances received on your Card will not exceed the credit limit disclosed to you at the time you receive your Card or the credit limit adjusted by the Credit Union.
3. **PROMISE TO PAY:** You promise to repay the Credit Union for all payments made for your Account together with an INTEREST CHARGE on the unpaid balance. At the end of each billing cycle 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, Balance Transfers, purchases, and INTEREST CHARGES 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) less (iii). You agree to pay on or before the "payment due date" shown on the periodic statement either the entire "new balance" or a minimum payment equal to 2% of the new balance or \$25, whichever is greater. You also agree to pay on or before the "payment due date" as shown on the periodic statement any amount in excess of the credit limit established by us and any past due minimum payments.

**4. COST OF CREDIT:** You agree to pay an INTEREST CHARGE on your Account. This section discloses the circumstances under which an INTEREST CHARGE will be imposed and explains how the INTEREST CHARGE is determined:

a. When INTEREST CHARGES begin to Accrue. The INTEREST CHARGE begins to accrue for retail purchases on the date each transaction posts to your Account. An INTEREST CHARGE begins to accrue for Balance Transfers, Cash Advances, including convenience checks, on the date of the Cash Advance, or the first date of the billing cycle, in which the Balance Transfer or Cash Advance is posted, whichever is later. If you pay the entire previous balance in full within 25 days after the previous statement date, no INTEREST CHARGE will be imposed except for Cash Advances, including convenience checks.

b. Balance Subject to INTEREST CHARGE. We figure the INTEREST CHARGE on your Account by applying the periodic rate to the "average daily balance" of your Account (including current 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 and fees, subtract any payments or credits, and exclude any unpaid INTEREST CHARGES. 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. This gives us the "average daily balance."

c. Rate of INTEREST CHARGE. You will pay an INTEREST CHARGE for all charges and advances made against your Platinum Premier Rate Mastercard account. You may pay any amount outstanding at any time without penalty for early payments. Your actual ANNUAL PERCENTAGE RATE (APR) will be determined based on your creditworthiness and other factors and will be provided to you in writing if your application is approved. The APR is based on the U.S. Prime Rate ("Prime Rate"), and the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. The APR is subject to change quarterly. We use the Prime Rate published in The Wall Street Journal seven (7) days prior to the end of the quarter. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the next billing period after the start of the January, April, July or October billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate. If your APR is 7.95% (Prime + 4.45%), you will accrue an INTEREST CHARGE at a rate of 0.6625% per month. If your APR is 9.95% (Prime + 6.45%), you will accrue an INTEREST CHARGE at a rate of 0.8292% per month. If your APR is 14.15% (Prime + 10.65%), you will accrue an INTEREST CHARGE at a rate of 1.1792% per month. If your APR is 18.15% (Prime + 14.65%), you will accrue an INTEREST CHARGE at a rate of 1.5125% per month. **However, regardless of the index value, the Annual Percentage Rate is currently capped by regulation at 18.00% (which corresponds to a monthly periodic rate of 1.5000%).** RBFCU reserves the right to increase the maximum interest rate if permitted by law or regulation.

**5. OTHER CHARGES:** **Late Fee:** If you do not pay your minimum payment within 15 days following your payment due date, you may be charged a late fee of up to \$25. **Returned Payment Fee:** We will add a fee to your balance of up to \$24 when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. If you take a Cash Advance by using an automated teller machine, it is possible you will be charged a fee by the owner or operator of the machine. **Cash Advance Fee:** A fee equivalent to 2% of the amount of each Cash Advance will be assessed. This will be charged separately from the total amount of each Cash Advance requested.

**6. 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 our designee immediately at: (866) 839-3485. You may also write to our designee at: Customer Service, P.O. Box 30495, Tampa, FL 33630.

Although you may write to notify our designee of unauthorized use, calling our designee immediately at the telephone number above is the best way to protect your account.

Under Mastercard's zero liability policy, you will not be liable for unauthorized use of your Mastercard once you notify our designee orally or in writing of the loss, theft, of possible unauthorized use and you meet the following conditions: (i) you have exercised reasonable care in safeguarding your Mastercard from risk of loss or theft, and (ii) you have, upon becoming aware of the loss or theft, promptly reported the loss or theft to our designee.

You will not be liable for any unauthorized use that occurs after you notify our designee. You may, however, be liable for unauthorized use that occurs before your notice to our



designee. In any case, your liability will not exceed \$50.00. The foregoing liability limitations do not apply to (i) Card use from which any cardholder receives a benefit; or (ii) use of the Card by a person with actual, implied, or apparent authority.

**7. CREDITING OF PAYMENTS:** We will accept payments at the address indicated on the Platinum Premier Rate Mastercard periodic statement. All payments will be credited to your Account promptly, in most cases as of the day of receipt. If payment is made by other means such as RBFCU Online Banking or at an RBFCU branch, credit for such payment may be delayed up to seven (7) days. You understand and agree that payments will be applied in the following order: (i) To the late charge and fees, (ii) to INTEREST CHARGES, (iii) to Cash Advances, Balance Transfers and (iv) to purchases. All payments made by you must be in U.S. dollars.

**8. INTERNATIONAL TRANSACTIONS:** If you effect an international transaction with your Mastercard, Mastercard Worldwide will convert the charge into a U.S. dollar amount. Mastercard Worldwide will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard cards. Currently, the currency conversion rate used by Mastercard Worldwide to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard Worldwide for the applicable currency on the day the transaction is processed, which may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. RBFCU does not charge any fees for foreign currency transactions.

**9. DEFAULT:** You understand you will be in default (i) if you fail to make any payment on time; (ii) if you fail to notify the Credit Union in writing of any change of your name, address, or employment; (iii) if you die, become insolvent, or are the subject of an order of relief under the U.S. bankruptcy laws; (iv) if you are the subject of any legal process which seeks to attach any of your Credit Union share accounts; (v) if you have given the Credit Union false or inaccurate information in obtaining the Card or in

any request for an Advance under this Agreement or any update of your Account; (vi) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe, including, but not limited to, leaving your current employment, or if something happens that endangers any collateral securing this Agreement; (vii) if you fail to report the Card lost or not in your possession; (viii) if you break any promise you made under this or any other agreement with the Credit Union.

- 10.**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. We can also delay enforcing any of our rights under this Agreement without losing them. 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.
- 11.**ACCELERATION:** In the event that you are in default, we may declare any amounts you still owe immediately due and payable plus INTEREST CHARGES which will continue to accrue until the entire amount you owe is paid. You expressly waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owing under this Agreement. The Card remains the property of the Credit Union at all times and you agree to immediately surrender the Card upon demand. You agree that, once you are informed by the Credit Union or its designee that your account is in default, you will not attempt to make further Cash Advances, Balance Transfers or purchases on the Card. 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.
- 12.**AUTHORIZED USERS:** An authorized user is an individual who has charging privileges on a Credit Card Account even though he or she is not the primary Cardholder. The primary Cardholder is solely responsible for the Account. The primary Cardholder must notify the authorized user that the Account will be reported to a credit bureau and thus will show up on their credit report, which can impact them positively or negatively, depending on how the Account is handled. You agree to pay for all purchases and Cash Advances made by

anyone whom you authorize to use a Card issued on your Credit Card Account. If at any time the primary Cardholder wants to terminate that person's privilege as an authorized user, the primary Cardholder must contact us. At that time, since credit Cardholders share the same Card number, all Cards associated with the Account will be blocked to prevent future unauthorized usage. Any remaining active Cardholders will receive new Cards with a new number. The primary Cardholder agrees to notify all associated parties.

**Information About Authorized Users:** By providing us certain personal information about each authorized user, you confirm each authorized user has allowed you to give us personal information. This may include, but is not limited to, name, address, Social Security number, date of birth and citizenship status.

- 13. NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:** Periodically, we may report the status and payment history of your account to credit reporting agencies. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at: Randolph-Brooks Federal Credit Union, P. O. Box 2097, Universal City, TX 78148-2097. Please include your name, address, telephone numbers, account number and description of your problem.
- 14. 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.
- 15. ADDITIONAL PROVISIONS:** Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas. The Credit

Union does not warrant any merchandise or services purchased by you with the Card. Notwithstanding any other provisions contained in this Agreement, we do not intend to charge, and you shall not be required to pay, any amount of INTEREST CHARGES or other fee or charge that is in excess of the maximum permitted by applicable law. Any payments in excess of the maximum shall be refunded to you or credited against your principal balance at our option.

**16. TERMINATION OR CHANGES:** The Credit Union can, with or without 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. The Credit Union has the right to add to, delete, or change the terms of this Agreement, including the periodic rate. If you use your Card to make a purchase, perform a 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. You expressly agree that, at our option, we may decline to renew your account beyond the expiration date shown on the face of your card without notice.

**17. LIEN AND SECURITY INTEREST:** If you have other loans with the Credit Union, now or in the future, (except for loans secured by any dwelling), 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.

**18. ILLEGAL CARD USE:** 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 and Mastercard Worldwide harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**19. AGREEMENT AND ACKNOWLEDGMENT:** You acknowledge and agree that the use of the Card by you or anyone authorized by you shall constitute your acknowledgment that you have received and read this Agreement and that you agree to the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement. Use of this card by you or anyone you authorize will also constitute consent to the pledge of shares or deposits as described above.

**20. CARDHOLDER RESPONSIBILITY:** It is the responsibility of the Cardholder to update Card information with any third-party or automatic bill-payment service upon receiving a reissued or replacement card. The Credit Union does not update or provide Card information to any third-party or bill-payment service that the Cardholder may have previously authorized.

## **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 our designee at: Customer Service, P.O. Box 30495, Tampa, FL 33630.

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 incorrect.

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:

1. 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.
2. 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: Customer Service, P.O. Box 30495, Tampa, FL 33630.

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.