

AMERICA'S CREDIT UNION
P.O. Box 469046
Garland, TX 75046-9046

Account Opening Summary Table

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	VISA Classic	VISA Gold
	14.9%	11.9%
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. 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	
Annual Fee	None
Transaction Fees	
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	<p>\$0</p> <p>\$0</p> <p>Up to 1% of each transaction in U.S. dollars.</p>
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$20</p> <p>Up to \$25</p>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Credit Card Agreement below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below in the Credit Card Agreement.

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR VISA® ACCOUNT

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement covers your VISA® Account ("Account") at America's Credit Union ("ACU"). In this Agreement, the words "you" and "your" mean any person who signs this Agreement or uses the Card. "We" "our" and "us" mean ACU. 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.

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. There is a daily limit on purchases of \$10,000 or 10 transactions, whichever comes first.

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 applicable 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 3% of the New Balance or \$20.00, 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 \$20.00 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 in your Account.

COST OF CREDIT: You will pay an INTEREST CHARGE for all advances made against your Account. INTEREST CHARGES for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur an INTEREST CHARGE on the date they are posted to your Account 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. The periodic rate used to compute the INTEREST CHARGE is:

Classic Card - 0.040822% per day, which corresponds to an ANNUAL PERCENTAGE RATE of 14.9%.
Gold Card - 0.032603% per day, which corresponds to an ANNUAL PERCENTAGE RATE of 11.9%.

The periodic INTEREST CHARGE is figured by applying the 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, 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 CHARGES. 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.

GRACE PERIOD: 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. There is no grace period for cash advances and balance transfers; these accrue INTEREST CHARGES beginning on the date of posting.

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:

(972) 494-5328 or (800) 543-2811

You may also write to us at:

America's Credit Union
Attn: Loan Department
P.O. Box 469046
Garland, TX 75046-9046

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

Under VISA's zero liability policy, you will not be liable for unauthorized use of your VISA Card once you notify us orally or in writing of the loss, theft, or possible unauthorized use. VISA's zero liability policy does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card, nor does it apply to ATM transactions, except for U.S. ATM transactions sent over the VISA and Plus networks.

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:** Account payments may be made by mail or at any of our branch office locations. We do not charge for payments made by standard mail service or other standard payment methods approved by us. 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 or by 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, your payment may not be credited until the first business day following receipt. Payments made in-person to one of our branch employees before the close of business will receive same-day credit. All Minimum Payments made to your Account will be applied first to collection costs, then to any INTEREST CHARGE and other fees due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest will be applied to the reduction of the unpaid principal amount or refunded to you.

LATE PAYMENT FEE: If the required Minimum Payment is 10 days or more past due, a Late Payment Fee equal to \$20.00 or an amount equal to the Minimum Payment amount for the applicable statement period, whichever is less, will be added to your Account balance and treated as a purchase.

OVER-THE-LIMIT FEE: None

ANNUAL FEE: None

LOST CARD REPLACEMENT FEE: \$5

EXPEDITED CARD REPLACEMENT FEE: \$60

PIN REISSUE FEE: \$2

RECURRING ITEM STOP PAYMENT FEE: \$20

Note: You may stop payment only on pre-authorized, recurring transactions. The stop payment will stop the pre-authorized, recurring transaction for 12 months. You must complete and sign a stop payment form and allow us 7 days processing time to implement the stop payment. Transactions not considered to be recurring by VISA are not eligible for this service and your request will not be completed.

RETURNED PAYMENT FEE: We will add a Returned Payment Fee equal to \$25.00 or the Minimum Payment amount for the applicable statement period, whichever is less, to your account balance each time a check or any other form of payment is returned unpaid, even if it is paid upon resubmission. Such additions to your balance will be treated as purchases.

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 if: (1) you fail to make any payment on time; (2) you fail to keep any promises you have made under this or any other agreement with us; (3) you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) anyone tries, by legal process, to take any of your money maintained with us; (5) you have given us false or inaccurate information in obtaining your Card; or (6) 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 or demand, including but not limited to, demand upon default, 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 any of 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, to the extent permitted by applicable law, the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

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 the address shown above in this Agreement. 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.

VISA EMERGENCY SERVICES: If we offer VISA Emergency Services in connection with your Card, you acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your VISA Card, 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; and in each instance, plus a Foreign Transaction Fee of up to 1% of the transaction amount in U.S. dollars. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within which to repay international transactions in order to avoid paying the Foreign Transaction Fee.

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 Dallas County, Texas, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the state of Texas. 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 delay enforcing any of our rights under this Agreement without losing them. 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 that 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 that 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 VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

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:

America's Credit Union
Attn: Loan Department
P.O. Box 469046
Garland, TX 75046-9046

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:

America's Credit Union
 Attn: Loan Department
 P.O. Box 469046
 Garland, TX 75046-9046

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.

ScoreCard sm CASHBACK Program Rules

1. Every dollar in purchases made to your Visa account covered by this ScoreCard CASHBACK Program ("Program") and appearing on your statement during the Program period earns cash back credit as provided for in these Rules, under America's Credit Union's most current CASHBACK schedule (shown in box at right). CASHBACK is earned beginning on the first day in which your Program begins and is posted to your account annually.
2. Your periodic statement will normally include a year-to-date accounting total of your CASHBACK credits but may be adjusted as provided for in these Rules. CASHBACK credits will be deducted from your corresponding retail purchase returns posted to your card account.

3. Your card account must be open and clear (i.e. not cancelled, terminated, delinquent or otherwise not available to use for charges) at the time each year CASHBACK credits are posted. Otherwise, your CASHBACK credit will be forfeited. CASHBACK credits are not exchangeable or transferable.

4. This Program may be modified, suspended or cancelled at any time without restriction or penalty. CASHBACK credit may be forfeited due to violation of these Rules. This Program is void where prohibited or restricted by law. You are responsible for any federal, state, or local income or other taxes.

5. Despite best efforts to ensure accuracy, printing errors involving the Program occasionally occur. America's Credit Union and the administrators of the program reserve the right to correct such errors at any time even if it affects CASHBACK credits already posted to your account.

6. You agree to hold America's Credit Union, its administrators Financial Institutions Benefit Association, Inc. ("FIBA") and Certegy Card Services, Inc. ("Certegy") and any vendors associated with the Program, as well as any card association that America's Credit Union is a member of, totally harmless if America's Credit Union fails to meet its contractual and other obligations with FIBA or Certegy, which results in the Program being interrupted or terminated prior to any CASHBACK credits being awarded to you.

7. This Program is available to you as a Visa account holder because America's Credit Union (i) has enrolled as a sponsoring member of FIBA and (ii) has contracted with FIBA for this Program for you. All Program Rule determinations by FIBA are final. Your use of your card following receipt of these Rules will indicate your agreement to these Rules.

YEARLY PURCHASES		CASHBACK BONUS
Over	Up To	
\$0	\$1,000	0.25%
\$1,000	\$2,000	0.50%
\$2,000	\$3,000	0.75%
\$3,000		1.00%

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