

1<sup>st</sup> Community Federal Credit Union 3505 Wildewood Drive, San Angelo, Texas 76904 325/653-1465 or 800/749-1465

October, 2018

To All 1CFCU Current Credit Card Holders: (a similar letter was originally mailed to you on September 6, 2018)

## **IMPORTANT CREDIT CARD CHANGE IN TERMS NOTICE**

We are notifying you of changes in terms of your 1<sup>st</sup> Community Federal Credit Union Platinum Visa Credit Card. We are also notifying you of the events that will occur as we switch credit card processors. See below for the details:

Important changes that will occur as we change credit card processors:

- All cardholders will be receiving a new credit card with a new credit card number
- Your current credit card will not work after October 19, 2018.
- Your new card can only be activated and used on or after October 22, 2018.
- If you have any automatic payments set up on your current card, you will need to change your credit card number on file with the merchant
- If your credit card is provisioned in your mobile wallet, you will need to remove the old card and provision your new card
- You will receive one more statement from our current provider which you should receive around the 25<sup>th</sup> of October.
- Your New Credit card statement starting in November 2018 and going forward will be included in your 1<sup>st</sup> Community FCU monthly statement. It will be the first page(s) in your statement.
- Your payment due date will change from the 10<sup>th</sup> of the month to the 28<sup>th</sup> of the month starting in October even though the statement you receive around October 25<sup>th</sup> will indicate the payment is due by the 10<sup>th</sup>.
- Payment Options You can mail in your payment, pay through online banking, your mobile device, telephone banking, or you can make your payment at one of our eight offices. Payments by mail must be sent to 1<sup>st</sup> Community Federal Credit Union, 3505 Wildewood DR, San Angelo, TX 76904.
- Daily payment cut off is 10:00 pm central time.
- Payments will be credited when received

# If we issued you two cards with the same card number on each card and each card has a different name, the following will occur:

The replacement cards will have their own unique card number. Even though the card numbers are different, the approved credit limit will still apply. As an example, if you were approved for a \$5000 limit, nothing will change. If purchases are made on both cards, once the sum of those purchases equals the approved credit limit no more purchases will be able to be made. If you would like a higher limit, please contact our Lending Department.

Sincerely,

George Sweet

George Sweet Executive Vice President Lending

CHANGE IN TERMS ON THE FOLLOWING PAGES

### CHANGE IN TERMS EFFECTIVE OCTOBER 22, 2018:

#### MINIMUM PAYMENT DUE-CONSUMER AND BUSINESS CARD:

**From** - 3% of the New Balance or **\$25**, whichever is greater **To** - 2% of the New Balance or **\$25**, whichever is greater

#### TERMS USED IN THIS AGREEMENT-CONSUMER CARD:

**From** - **TERMS USED IN THIS AGREEMENT:** This Agreement and Disclosure Statement ("Agreement") is for your VISA<sup>®</sup> Platinum Rewards or VISA<sup>®</sup> Platinum Non-Rewards Credit Card Account ("Account"). In this Agreement, the words "you" and "your" mean any person who applies for the Card or uses the Card. "We," "our," "us," and "Credit Union" mean 1<sup>st</sup> Community Federal Credit Union, the issuer of your VISA card and anyone to whom the Credit Union assigns this Agreement. The "Card" means any credit card (including any renewal, substitution, or replacement cards) issued to you or to 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 of the Card" means the use of the 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. This Agreement includes your credit application, the accompanying Account Opening Disclosures and any amendments to these documents that become effective in accordance with applicable law. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

To - TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement ("Agreement") is for your VISA<sup>\*</sup> Platinum Rewards or VISA<sup>\*</sup> Platinum Non-Rewards Credit Card Account ("Account"). In this Agreement, the words "you" and "your" mean any person who applies for the Card or uses the Card. "We," "our," "us," and "Credit Union" mean 1<sup>st</sup> Community Federal Credit Union, the issuer of your VISA card and anyone to whom the Credit Union assigns this Agreement. The "Card" means any credit card (including any renewal, substitution, or replacement cards) issued to you or to 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 of the Card" means the use of the Card by a person, other than you, who does not have actual, implied, or apparent authority for such use. This Agreement includes your credit application, the accompanying Account Opening Disclosures and any amendments to these documents that become effective in accordance with applicable law. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require

#### PENALTY RATE -CONSUMER AND BUSINESS CARD:

**NEW – PENALTY RATE:** If your minimum payment is not received within 60 days of the payment due date your entire account balance is subject to change to the penalty rate of **17.95% APR**. The Penalty APR will remain in place until you make 3 (three) consecutive monthly payments as shown on your statement. After three consecutive payments the rate will revert to the Standard Rate as shown on the Account Opening Disclosures.

#### HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES-CONSUMER AND BUSINESS CARD:

From - HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the periodic INTEREST CHARGE on your Account by applying the applicable Periodic Rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of the feature category each day and adding any new category transactions to the balance, except we will not add new purchases (including balance transfers) to the purchases or balance transfer category balances if you have paid the New Balance on your previous statement in full by the Payment Due Date or if the New Balance on your previous statement was zero or reflects a credit balance. We then subtract any payments or credits and unpaid INTEREST CHARGES and FINANCE CHARGES allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for the 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 the feature category. The periodic INTEREST CHARGE for the feature category is determined by multiplying the applicable Periodic Rate by the Average Daily Balance. The total periodic INTEREST CHARGE for the statement period.

To - HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the periodic INTEREST CHARGE on your Account by applying the applicable Periodic Rate to the Average Daily Balance plus new purchases on your Account for each feature category, including certain current transactions. Feature categories include: purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of the feature category each day and adding any new category transactions to the balance, except we will not add new purchases (including balance transfers) to the purchases or balance transfer category balances if you have paid the New Balance on your previous statement in full by the Payment Due Date or if the New Balance on your previous statement was zero or reflects a credit balance. We then subtract any payments or credits and unpaid **INTEREST CHARGES** and **FINANCE CHARGES** allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for the 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 the feature category. The periodic **INTEREST CHARGE** for the feature category is determined by multiplying the applicable Periodic Rate by the Average Daily Balance. The total periodic **INTEREST CHARGE** for the statement period is the sum of all of the category **INTEREST CHARGES** for the statement period.

#### CREDITING OF PAYMENTS - CONSUMER CARD ONLY:

**FROM - CREDITING OF PAYMENTS:** We do not charge for payments made by regular mail service or any other standard payment methods we accept. If we charge a fee for any expedited payment service we offer, that fee appears in the Account Opening Disclosures. All payments made on your Account at the address designated for payment on the monthly periodic statement or by way of any other payment method we accept will generally be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before our 5 p.m. close of business will receive same-day credit. Mailed payments must conform to our requirements to receive credit on the date of receipt, including sending payment with the payment coupon from your billing statement to the address specified on your payment coupon, sending payment in the payment envelope provided with your billing statement, and enclosing only one payment and payment coupon per payment or by any other standard payment method we accept, or if a mailed payment does not conform to the foregoing requirements, credit for such payment may be delayed up to five days.

**TO** - **CREDITING OF PAYMENTS:** We do not charge for payments made by regular mail service or any other standard payment methods we accept. If we charge a fee for any expedited payment service we offer, that fee appears in the Account Opening Disclosures. All payments made on your Account at the address designated for payment on the monthly periodic statement or by way of any other payment method we accept will generally be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. Payments made through online banking or the mobile app will be credited the same day received up to 10 pm central time. Mailed payment in the payment coupon from your billing statement to the address specified on your payment coupon, sending payment in the payment envelope provided with your billing statement, and enclosing only one payment and payment coupon per payment envelope. If payment is made at any location other than the address designated on the periodic statement or by any other standard payment method we accept, or if a mailed payment does not conform to the foregoing requirements, credit for such payment may be delayed up to five days.

#### CREDITING OF PAYMENTS - BUSINESS CARD ONLY:

**FROM - PAYMENT INSTRUCTIONS:** For purposes of this Agreement, "conforming payments" are payments meeting the requirements of this section and (i) mailed to the payment address designated on Company's periodic billing statement using the envelope and the payment coupon enclosed with Company's periodic billing statement, or (ii) paid online using the Cardholder Services website (registration is required). Conforming payments received at our credit card payment center by 5:00 p.m. Central time during regular business hours will be credited as of the date of receipt. Conforming payments received at our credit card payment center by 5:00 p.m. Central time Due Date falls on a weekend or a holiday on which we do not receive mailed payments, we will treat any mailed conforming payment that is received at our credit card payment center by 5:00 p.m. Central time on our next business day as being received by us on the Payment Due Date.

Payments may be made in person to one of our employees at our branch offices. Payments made in person before the close of business will receive same-day credit. Payments may also be made using the payment telephone number appearing on Company's periodic billing statement and, if received by 5:00 p.m. Central time during our credit card payment center's regular business hours, will receive same-day credit.

Make payments in U.S. dollars, but for mailed payments **do not send cash**. Unless the payment is made electronically or in person, it must be in the form of a check, money order, or cashier's check and capable of being processed through the Federal Reserve System. Payments made by check must be drawn on a United States Bank or foreign bank branch located in the U.S.

If Company does not follow these payment instructions or if Company makes a payment by any means other than as set forth in this section, payment crediting may be delayed up to 5 days after it is received.

A payment submitted in the form of a check or other paper document may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the original check or other document sent to us will not be retained, but a copy will be available on request.

**Payment frequency limits**: For security reasons, online payments at the Cardholder Services website or through the 24-hour telephone payment service are limited to one payment every seven days.

**TO** - **PAYMENT INSTRUCTIONS:** We do not charge for payments made by regular mail service or any other standard payment methods we accept. If we charge a fee for any expedited payment service we offer, that fee appears in the Account Opening Disclosures. All payments made on your Account at the address designated for payment on the monthly periodic statement or by way of any other payment method we accept will generally be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. Payments made through online banking or the mobile app will be credited the same day received up to 10 pm central time. Mailed payment in the payment coupon from your billing statement to the address specified on your payment coupon, sending payment in the payment envelope provided with your billing statement, and enclosing only one payment and payment coupon per payment envelope. If payment is made at any location other than the address designated on the periodic statement or by any other standard payment method we accept, or if a mailed payment does not conform to the foregoing requirements, credit for such payment may be delayed up to five days.

Make payments in U.S. dollars, but for mailed payments **do not send cash**. Unless the payment is made electronically or in person, it must be in the form of a check, money order, or cashier's check and capable of being processed through the Federal Reserve System. Payments made by check must be drawn on a United States Bank or foreign bank branch located in the U.S.

If Company does not follow these payment instructions or if Company makes a payment by any means other than as set forth in this section, payment crediting may be delayed up to 5 days after it is received.

A payment submitted in the form of a check or other paper document may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the original check or other document sent to us will not be retained, but a copy will be available on request.

#### ALLOCATION OF PAYMENTS-CONSUMER AND BUSINESS CARD:

**FROM** - **ALLOCATION OF PAYMENTS:** All payments to your Account will be applied first to **INTEREST CHARGES** and **FINANCE CHARGES** in the order of their entry to the Account, second to additional fees, including without limitation costs of collection, and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases, and other similar charges in the order of their entry to the Account, and then to current cash advances, purchases, and other similar charges in the order of their entry to the Account. If your payments exceed the Total Minimum Payment Due shown on your current monthly statement, we will generally apply the excess amount first to the balances subject to the highest interest rate. This will result in balances with higher with higher APR being paid first.

TO - ALLOCATION OF PAYMENTS: All payments to your Account will be applied first to Late Fees, Fines, INTEREST /FINANCE CHARGES, second to additional fees, including without limitation costs of collection, and credit insurance charges, if any and the remainder to principal. If your payments exceed the Total Minimum Payment Due shown on your current monthly statement, we will generally apply the excess amount to the balance as follows; balance with the highest APR, cash advances, balance transfers and then purchases. This will result in balances with higher APR being paid first.

SECURITY-CONSUMER CARDS ONLY: FROM-

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 THAT 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.

то-

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 THAT YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. YOU AUTHORIZE THE CREDIT UNION TO TAKE FUNDS AND APPLY IT TO WHAT YOU OWE IF YOU ARE IN DEFAULT

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.

#### TRANSACTION LIMITATIONS- CONSUMER CARD ONLY:

**FROM -Transaction Limitations:** For purchases, you may perform up to 10 transactions per day for an aggregate total amount of up to \$10,000 per day, subject to your available credit limit. Cash advances are limited to 50% of your Credit Limit. ATM cash advances may be made in \$100 or greater and are limited to an aggregate of \$510 per day, subject to your available Cash Advance Credit Limit. Cash advances obtained at locations other than ATMs may be made in amounts of \$100 or greater and are limited to an aggregate to your available Cash Advance Limit.

#### TO – Transaction Limitations: Removed from Disclosure

#### MINIMUM PAYMENT DUE-CONSUMER AND BUSINESS CARD:

**FROM -MINIMUM PAYMENT DUE:** You agree to pay on or before the Payment Due Date shown on the monthly periodic statement the entire New Balance or a Total Minimum Payment Due in accordance with the terms set forth in the Account Opening Disclosures. The Total Minimum Payment Due will include any past due amounts and any amounts in excess of the Credit Limit established by us. For your Account to be considered current and to avoid a Late Payment Fee, you must pay at least the Total Minimum Payment Due for the statement period. 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 extra payment during any statement period, a monthly payment will be required each statement period for as long as a balance remains in your Account.

TO -MINIMUM PAYMENT DUE: You agree to pay on or before the Payment Due Date shown on the monthly periodic statement the entire New Balance or a Total Minimum Payment Due in accordance with the terms set forth in the Account Opening Disclosures. For your Account to be considered current and to avoid a Late Payment Fee, you must pay at least the Total Minimum Payment Due for the statement period. 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 extra payment during any statement period, a monthly payment will be required each statement period for as long as a balance remains in your Account.

f:\c drive from vicki\credit cards\2018 2002 update credit card change in terms letter disclosure.doc