



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

CREDIT CARD SOLICITATION DISCLOSURE



IF YOU ARE APPLYING FOR A CREDIT CARD, THE FOLLOWING IS YOUR REQUIRED DISCLOSURE INFORMATION - The information provided in this disclosure is accurate as of October 2018. The information may have changed after that date. To find out what may have changed call us at 325-653-1465 or 800-749-1465 or write us at 3505 Wildewood Drive, San Angelo TX 76904. Before we approve you for a credit card, we will review your credit report, and the information you provide with your application to confirm that you meet the criteria for this offer. The full terms and conditions will be outlined in the Credit Card Agreement and Disclosure which will be sent to you with the new card(s).

Interest Rates and Interest Charges

ANNUAL PERCENTAGE RATE (APR) for Purchases	Visa Platinum Rewards - 2.95% introductory APR for 12 months from date of account opening.* After that, 10.95%-16.95% based on your creditworthiness when you open your account.* Visa Platinum Non-Rewards - 2.95% introductory APR for 12 months from date of account opening.* After that, 8.95%-17.95% based on your creditworthiness when you open your account.*
ANNUAL PERCENTAGE RATE for Balance Transfers	Visa Platinum Rewards - 2.95% introductory APR for 12 months from date of first balance transfer.** After that, 10.95%-16.95% based on your creditworthiness when you open your account.** Visa Platinum Non-Rewards - 2.95% introductory APR for 12 months from date of first balance transfer.** After that, 8.95%-17.95% based on your creditworthiness when you open your account.**
ANNUAL PERCENTAGE RATE for Cash Advances	Visa Platinum Rewards - 10.95%-16.95% based on your creditworthiness when you open your account.*** Visa Platinum Non-Rewards - 8.95%-17.95% based on your creditworthiness when you open your account.***
Penalty Rate (APR)	17.95% ****
How to Avoid Paying Interest	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 by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
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 Cash Advance Fees Foreign Fees Expedited Card Fee Standard Statement Copy	None Up to 1.00% of each transaction in U.S. Dollars. Up to \$75 per card \$4 per monthly statement
Penalty Fees Late Fees Over-the Credit Line Returned Payment Convenience Fee	Up to \$25 None Up to \$25 Up to \$25

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)". See your Credit Card Agreement for more details.
Minimum Payment Due: 2% of the New Balance or \$25, whichever is greater. If your New Balance is \$25 or less, you agree to pay your Account in Full by the payment due date.
 * **Purchase Introductory APR and Standard APR:** The Introductory APR is activated by making a purchase within the first 12 months after the card is issued. These purchases will receive the Introductory Rate of 2.95% ANNUAL PERCENTAGE RATE for 12 months after the account opening date. After this period the Standard Rate will apply to any existing balance and all new purchases. If your minimum payment is not received within 60 days of the payment due date The APR on your entire account balance will change to the penalty rate.
 ** **Balance Transfer Introductory APR and Standard APR:** The Introductory APR is activated by transferring a balance to the card issued. This will apply to the first balance transfer. The balance transfer will receive the Introductory Rate of 2.95% ANNUAL PERCENTAGE RATE for 12 months. After this period the Standard Rate will apply to any existing balance remaining from the Balance Transfer. If your minimum payment is not received within 60 days of the payment due date The APR on your entire account balance will change to the ****penalty rate.
 *****Cash Advance Standard APR:** At all times, you will pay an INTEREST CHARGE for cash advances at the Standard APR.
 ******Penalty Rate:** If your minimum payment is not received within 60 days of the payment due date your entire account 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.

Important Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement ("Agreement") is for your VISA® Platinum Rewards or VISA® 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 1st 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.

EXTENSION OF CREDIT: We have established an Account in your name and one or more Cards have been issued to you or to those designated by you. You authorize us to pay for your Account all items reflecting purchases, balance transfers, and cash advances obtained through use of the Card.

RECEIPT OF AND ACCEPTANCE TO TERMS AND CONDITIONS OF AGREEMENT: By requesting and receiving, signing, using, or permitting others to use the Card or Account, you agree to all of the terms and conditions of this Agreement and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement. You agree that we need only provide one copy of this Agreement to any one of the Cardholders.

JOINT APPLICANT LIABILITY: Each person who has applied for the Card 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, cash advances, or balance transfers under this Agreement and each use of your Card or Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove himself or herself from responsibility for future purchases at any time by notifying us in writing, but removal from the Account does not release you from any liability already incurred.

CONVENIENCE CHECKS: We may, at our discretion, issue checks to you that may be used for designated purposes. Convenience checks may not be used to make a payment to your Account or any other Credit Union loans. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount to your Account. Advances obtained using balance transfer convenience checks will be treated as a credit purchase and subject to the grace period terms set forth in the Cost of Credit section of this Agreement. No cash back will be paid on checks you write. Advances obtained using any other type of convenience check will be treated as a cash advance and will incur a **FINANCE CHARGE** from the date the advance is posted to the Account. We do not have to pay any item that would cause the outstanding balance in your Account to exceed your credit limit. We may refuse to pay a convenience check for any reason, including if a check is used for a purpose other than its designated purpose or for a prohibited purpose, and such refusal will not be deemed wrongful dishonor. Charges that apply in connection with the use of Convenience Checks are set forth in the Account Opening Disclosures incorporated into this Agreement. Fees will be assessed at the time they are incurred.

BALANCE TRANSFERS: Subject to your Available Credit, you may request to transfer the balances of non-Credit Union loan accounts to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfer requests are completed within one to two weeks, it can take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been completed. Balance transfers may not exceed your Available Credit limit. If a balance transfer request is for more than your Available Credit limit, the request will be declined. Balance transfers will be processed from the lowest to the highest dollar amount. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the lender directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges.

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 cash advances made by anyone you authorize to use your Account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Account 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 transactions resulting from your 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. We may, in our discretion, allow you to exceed your Credit Limit in certain circumstances, but any extension of credit in excess of your Credit Limit does not mean that we will allow you to exceed your Credit Limit in the future, and you should not expect that we will allow you to exceed your Credit Limit on any occasion. Your available Credit Limit is referred to in this Agreement as your "Available Credit." We may restrict cash advances to a portion of your total Credit Limit. The portion that may be used to make a cash advance (the "Cash Advance Credit Limit") is established by us and is disclosed in the Account Opening Disclosures. We may change your total Credit Limit and your cash advance limit at any time, subject to such notice as required by applicable law.

TRANSACTION LIMITS: We may impose transaction limits on the dollar amount and number of transactions you may perform each day, and any such limits are set forth in the Account Opening Disclosures. In addition, due to government restrictions or for security purposes, transactions may be limited or denied in some foreign countries. If you need to use your Card or Account in a foreign country, contact us in advance to determine if transaction limitations apply. Transactions also may be limited if computer systems are interrupted.

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 billing statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle plus any past due amounts), (ii) the amount of all cash advances, purchases (including balance transfers), Fees Charged, **INTEREST CHARGED**, and any other 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) minus (iii).

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.

COST OF CREDIT: You will pay an **INTEREST CHARGE** for all advances made against your Account. The **INTEREST CHARGE** may include, as applicable, a periodic **INTEREST CHARGE** on your Account balances and Foreign Transaction Fees for international transactions. Periodic **INTEREST CHARGES** for cash advances begin to accrue on the date they are posted to the Account or the first day of the billing cycle in which they are posted to your Account, whichever is later, and there is no grace period. Purchases of financial instruments, such as money orders, and other financial transactions, such as wire transfers, with your Card are treated as cash advances. New purchases (including balance transfers) will qualify for a grace period and will not be subject to periodic **INTEREST CHARGES** until the first day of the next billing cycle if the Previous Balance on your statement is (i) zero, (ii) reflects a credit balance, or (iii) was paid in full by the Payment Due Date on your immediately preceding monthly statement. For new purchases that qualify for a grace period, you will pay no periodic **INTEREST CHARGES** on those new purchases if you pay the New Balance in full by the Payment Due Date shown on the billing statement on which those new purchases first appear. For new purchases that do not qualify for a grace period, **INTEREST CHARGES** will begin to accrue on the date the advance is posted to your Account. Prior to the expiration of any grace period, if you do not pay the New Balance in full, but pay a portion of the New Balance by the Payment Due Date for that monthly statement, you will pay no periodic **INTEREST CHARGES** on the purchases portion of the New Balance paid, but you will pay periodic interest charges on the purchases portion of the New Balance that remains unpaid. The Payment Due Date will be no less than 25 days after we have sent you your current monthly statement.

INTEREST RATE: The specific interest rate for your Account and any introductory or promotional rates that may apply at the time of Account opening are set forth in the Account Opening Disclosures included with this Agreement.

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.

PENALTY RATE: If your minimum payment is not received within 60 days of the payment due date your entire account 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.

LATE PAYMENT FEE: You will be charged a Late Payment Fee if your Account is past due on the tenth day after the Payment Due Date. Your Account is past due if we fail to receive the Total Minimum Payment Due by the Payment Due Date shown on your current statement. The amount of the Late Payment Fee is set forth on your Account Opening Disclosures. In no event will the Late Payment Fee exceed the amount of the Total Minimum Payment Due for the applicable statement period.

RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee as set forth in the Account Opening Disclosures each time you make a payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission. In no event will the Returned Payment Fee exceed the amount of the Total Minimum Payment Due for the applicable statement period.

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 1st Community Federal Credit Union at: **(800) 749-1465**.

You may also write to us at 1st Community Federal Credit Union, 3505 Wildewood DR., San Angelo, TX 76904.

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'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 in the case of cash advances obtained at an ATM.

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.

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.

ADDITIONAL SECURITY: If you have other loans with us, now or in the future, collateral, except those secured by real estate, 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 any other agreements you have with us.

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 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 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.

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.

ANNUAL PERCENTAGE RATES being paid before any other existing balances. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law that would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

DEFAULT: You will be in default: (i) if you fail to make any required payment on time; (ii) if you exceed your authorized credit limit; (iii) if you fail to keep any promises you have made under this or any other agreement with us; (iv) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (v) if you die; (vi) if anyone tries, by legal process, to take any of your funds maintained with us; (vii) if you have given us false or misleading information in obtaining your Card or in connection with any credit update; (viii) if we reasonably believe that you are unable or unwilling to repay your obligations to us; or (ix) if you use your Card or Account for any illegal transaction. X) If you fail to notify the credit union in writing of any change of employers, xi) if you fail to report the card lost, or not in your possession.

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** and **FINANCE CHARGES** that will continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intent to accelerate and right to notice that your debt has been accelerated.

TERMINATION: You may terminate this Agreement with us, 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 to this Agreement shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as **INTEREST CHARGES, FINANCE CHARGES,** and other charges and fees.

CHANGE IN TERMS: We may add to, change, or delete the terms of this Agreement, including the **ANNUAL PERCENTAGE RATES** fees and any card reward program if applicable, 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, balance transfer, or cash advance after having been given notice of a change in terms, you agree that, to the extent permitted by law, the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

CONSENT TO CONTACT YOU: You agree that we may contact you for all purposes (including collection purposes) using all media, including voice, text messaging, and email, and all contact information you provide to us, including any cell phone telephone number and email address you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide by calling our Customer Service department. Any charges for contacting you that may be billed to you by your communications carrier are your responsibility.

CREDIT INVESTIGATION: In conjunction with your application and acceptance of this Agreement and any future credit updates, you acknowledge and 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.

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 **1st Community Federal Credit Union, 3505 Wildewood DR., San Angelo, TX 76904.** Please include your name, address, contact telephone number, Account number, and specific information you are disputing and an explanation of the basis for the dispute. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

ILLEGAL TRANSACTIONS: You may not use your Card or Account 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 or Account 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 or Account 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.

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 in an amount as set forth in the Account Opening Disclosures. 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.

MILITARY COVERED BORROWERS: If you are a Covered Borrower under the Military Lending Act ("The Act"), federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive an oral disclosure of the foregoing and information concerning your payment obligation, please call (800) 749-1465. During any period in which the Act applies to you, no provisions of your cardholder agreement that is inconsistent with the Act shall apply and your Cardholder Agreement shall be interpreted to comply with the Act.

COLLECTION CHARGES: In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including court costs, reasonable attorney's fees, and litigation expenses, to the extent permitted by applicable law.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law, the State of Texas. We extend credit to you from Texas regardless of where you live or use your Account.

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. All changes to this Agreement must be made in writing. 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 any costs incurred in the recovery of the Card, to the extent permitted by applicable law. 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 also can waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. 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 transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives.

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:

1st Community Federal Credit Union
3505 Wildewood DR
San Angelo, TX 76904

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:

1st Community Federal Credit Union
3505 Wildewood DR.
San Angelo, TX 76904.

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.

CUSTOMER SERVICE: (800)749-1465