The Education Credit Union
Credit Card Agreement
for
Standard MasterCard® and VISA®, Platinum MasterCard and VISA, Cash Rewards Platinum VISA, and Secured VISA

Applicant(s) _____ **Member No.** _____

TERMS USED IN THIS AGREEMENT: In this Agreement, "you" and "your" mean any person who signs this Agreement or uses the card. The "Credit Union" means The Education Credit Union. "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 obtain a cash advance whether or not the purchase or advances evidenced by a signed written document. "Unauthorized use of the card" means the use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

EXTENSIONS OF CREDIT: If your application is approved, the Credit Union may, at its discretion, establish a MasterCard® or VISA® 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 and cash advances obtained through use of the card. If your Account is issued to you and others as a joint Account, each use of your Account shall be an extension of credit to all. Each of you shall be jointly and severally liable, and notice mailed to one of you shall be deemed notice to all.

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.

CONVENIENCE CHECKS: We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit. Charges that apply in connection with the use of Convenience Checks are set forth in the Account Opening Disclosures, are incorporated into this Agreement by reference and will be provided to you after approval. Fees will be assessed at the time they are 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 persons 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.

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 attorneys 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 Payment Fees, **Interest Charges**, and other 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 $18.00, 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 $18.00 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: Until the first day of the billing cycle that includes the six-month anniversary date of the opening of your account, you will pay a **FINANCE CHARGE** for all advances made against your account at the periodic rate of .019041% per day, which has a corresponding **ANNUAL PERCENTAGE RATE** of 6.95%. After that introductory period, you will pay a **FINANCE CHARGE** for all advances made against your account at a periodic rate of .030000% per day, which has a corresponding **ANNUAL PERCENTAGE RATE** of 10.95% "Standard Rate".

COST OF CREDIT: You will pay an **Interest CHARGE** for all advances made against your Account. **Interest CHARGE**S 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.

All daily periodic rates and corresponding **ANNUAL PERCENTAGE RATES** for your Account are set forth in the Account Opening Disclosures that will be provided to you after approval. If your card features an introductory rate, for the first six billing cycles of your Account you will pay a non-variable Introductory Rate **INTEREST CHARGE** at the introductory rate daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** indicated in your Account Opening Disclosures. After the introductory rate period, and also at all times if your card does not feature an introductory rate, the **ANNUAL PERCENTAGE RATES** for your Account (the “Standard Rates”) are as follows:

For Standard MasterCard, Standard VISA, Secured VISA, and Platinum MasterCard, and Platinum VISA Accounts, the **ANNUAL PERCENTAGE RATE** for all advances is non-variable.

For the Cash Rewards Platinum VISA Account, the **ANNUAL PERCENTAGE RATE** for cash advances is non-variable; the **ANNUAL PERCENTAGE RATE** for purchases (including balance transfers) is variable and may increase. Unless an Introductory rate is in effect, the periodic rate used to compute the interest charge for purchases is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. An increase in the Index will result in an increase in the daily periodic rate, which in turn, may result in higher payments. We will add a margin to the Index to determine the purchases **ANNUAL PERCENTAGE RATE**. The purchases **ANNUAL PERCENTAGE RATE** is subject to change in the future based on changes in the Index. The daily periodic rate for purchases will never be greater than .048630% (17.75% **ANNUAL PERCENTAGE RATE)**.

For the Cash Rewards Platinum VISA Account, in addition to the variable-rate aspects of the Account for purchases, the **ANNUAL PERCENTAGE RATE** for purchases is also based on certain creditworthiness criteria. After your Account has been open for at least one year, we may review your creditworthiness from time to time, including when you request a credit limit increase, and adjust your daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** for purchases by notifying you in accordance with applicable law. If your **ANNUAL PERCENTAGE RATE** for purchases is adjusted based on your creditworthiness, the margin used for calculating rate changes due to changes in the Index will be adjusted. Any **ANNUAL PERCENTAGE RATE** changes to your Account due to changes in your creditworthiness will only affect new purchase balances beginning on the effective date of the change; existing purchase balances will continue to be subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change until those balances are paid in full.

For all card Accounts, if at any time a required minimum payment is three or more billing cycles past due, the **ANNUAL PERCENTAGE RATE** for all advances may be increased to a non-variable Penalty Rate as set forth in the Account Opening Disclosures. After the Penalty Rate becomes effective, it will apply both to current and new balances and it may remain in effect indefinitely. If your minimum payments are made as required for six consecutive months starting on or after the first payment due following the Penalty Rate effective date, the Standard Rates for your Account will be restored.

A portion of the **INTEREST CHARGE** is determined by applying the applicable daily periodic rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, and cash advances. The Average Daily Balance is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except if you have paid your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, new purchases are not added to the purchases balance. Balance transfers may be shown on your statement in the Promotions feature category. When determining balances, we may combine feature category balances that have the same periodic rate and other **INTEREST CHARGE** terms. We then subtract any payments or credits and unpaid **INTEREST CHARGES** allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for each feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for each feature category. The periodic **INTEREST CHARGE** is determined by multiplying each feature category Average Daily Balance by the number of days in the billing cycle and applying the applicable daily periodic rate to the product. The total **INTEREST CHARGE** for each statement period is the sum of the periodic **INTEREST CHARGES** for each feature category plus any non-periodic **INTEREST CHARGES**.

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.

CASH ADVANCE FEE: For Cash Rewards Platinum VISA Accounts only, we charge a Cash Advance Fee as set forth in the Additional Disclosure for each cash advance. There is no grace period within which to repay cash advances in order to avoid the Cash Advance Fee.

LATE PAYMENT FEE: If we do not receive your required minimum payment within 10 days of the Payment Due Date, you may be charged a Late Payment Fee as set forth in the Account Opening Disclosures.

RETURNED PAYMENT FEE: If any payment made on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee as set forth in the Account Opening Disclosures, even if the payment is honored upon resubmission.

OTHER CHARGES: If you make a payment via eZ Pay, our telephone expedited payment service, you may be charged a fee as set forth in the Account Opening Disclosures for each payment processed. If you obtain a cash advance by using an automated teller machine or otherwise, you may be charged any amounts imposed upon the Credit Union by the owner or operator of the machine or by the financial institution.

Any Late Payment and Returned Payment Fees and Other Charges imposed under the foregoing sections will be added to the balance of your Account and treated as a purchase.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH THE CREDIT UNION NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITYINTEREST 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.

CREDIT INSURANCE: If available, credit insurance is not required for any extension of credit under this Agreement. However, you may purchase any credit insurance available through the Credit Union and have the premium added to the outstanding balance in your Account. If you elect to do so, you will be given the necessary disclosures and documents separately.

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:

(800) 442-0733

You may also write to us at:

The Education Credit Union
c/o Card Processing Center
P.O. Box 815909
Dallas, TX 75381

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 MasterCards zero liability policy, you will not be liable for any unauthorized use of your MasterCard once you notify us orally or in writing of the loss, theft, or possible unauthorized use and if you meet the following conditions: (i) you have exercised reasonable care with your card; (ii) you have not reported two or more incidents of unauthorized use of your card within the previous 12 months; and (iii) you have maintained your Account in good standing. MasterCards zero liability policy does not apply to cash advances obtained at an ATM.

Under VISAs 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. VISAs 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.

CREDITING OF PAYMENTS: We do not charge for payments made by regular mail service or any other standard payment methods we accept. If you make a payment by way of our eZ pay service, a fee will be charged as set forth in the Account Opening Disclosures. All payments made on your Account at the address designated for payment on the monthly periodic statement or by 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, your payment may not be credited until the first business day following receipt. Payments received in person or online before 2:50pm CST will receive same day credit. All minimum payments on your Account will be applied first to any late charges, other charges, or collection costs due, then to any **INTEREST CHARGES** due and the remainder to the unpaid balance. Payments received in excess of the minimum required payment will be applied first to the balance with the highest interest rate. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount 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: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other Agreement with the Credit Union; (3) if you become insolvent or are the subject of an order for relief under Title11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining your card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to the Credit Union.

ACCELERATION: If you are in default, the Credit Union may, without prior notice to you, call any amounts you still 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 intention to accelerate, and notice of acceleration. You further agree that if you are in default and if you are eligible to receive advances under your Qwik Cash account, that we are expressly authorized to prepare an application for an advance under your Qwik Cash line of credit in an amount sufficient to enable us to pay off the entire amount which is due and payable under the terms of this Agreement.

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 change 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 law, the existing balance in your Account at the time of that use will be subject tithe 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 Education Credit Union, 4400 W Interstate 40, Amarillo, TX, 79106-5940.Please include your name, address, telephone numbers and Account number.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Accounts, 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.

AGREEMENT AND ACKNOWLEDGMENT: By signing this Agreement and any other related documents or using the card, each person agrees to all the terms and conditions and promises to perform all the obligations, requirements and duties contained in this Agreement. The person signing as Applicant acknowledges receipt of a copy of this Agreement.

CARD USE FOR ILLEGAL TRANSACTIONS PROHIBITED: You may not use your card for any illegal transaction. You agree that we may decline to process any transactions 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 transactions. 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 the Credit Union, MasterCard International, Inc., and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

VISA EMERGENCY SERVICES: Visa Platinum Cards Only. You acknowledge that the Credit Union 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.

VISA PLATINUM BENEFITS: In order to qualify for the VISA Platinum Benefits, your credit limit must be a minimum of $2,000.00.

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your MasterCard, MasterCard International will convert the charge into a U. S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International 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 International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. We will charge a Foreign Transaction Fee as set forth in the Account Opening Disclosures on 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 the Foreign Transaction Fee.

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. We will charge a Foreign Transaction Fee as set forth in the Account Opening Disclosures on 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 the Foreign Transaction Fee.

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 that, to the extent not preempted by federal law, 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. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for refusal of any merchant or financial institution to honor your card.

The card remains the property of the Credit Union at all times and you agree to immediately surrender the card upon demand of the Credit Union. You agree to pay all reasonable costs of collection, including court costs and attorney's fees imposed, and any costs incurred in the recovery of the card. We can accept late payment(s) or partial payment(s) or check(s) or money order(s) 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 agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

By signing below or 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.

Account Opening Disclosures
Supplement to Credit Card Agreement for Cash Rewards Platinum VISA Accounts
The Education Credit Union

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for "Purchases or Balance Transfer Standard Rate"	**7.24% to 17.75%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**17.75%**
Penalty APR and When it Applies	**17.75%** This APR may be applied to all advances for your account if you: 1)Make a late payment **How Long Will the Penalty APR Apply?:** If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
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 Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard.**

Interest Rates and Interest Charges	
Annual Fee	None
Transactions Fees	
· Cash Advance	Either **$5** or **2%** of each cash advance, whichever is greater (maximum fee: **$25**)
· Foreign Transaction	Up to **1%** of each transaction in U.S. dollars.
Penalty Fees	
· Late Payment	Up to **$20**
· Returned Payment	Up to **$20**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below.

Truth in Lending Disclosures

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.

For cash advances, the daily periodic rate is .048630% (17.75% **ANNUAL PERCENTAGE RATE**). The **ANNUAL PERCENTAGE RATE** for cash advances is non-variable. For purchases and balance transfers, the daily periodic rate is .019836% (7.24% **ANNUAL PERCENTAGE RATE)** to .048630% (17.75% **ANNUAL PERCENTAGE RATE)**. The **ANNUAL PERCENTAGE RATE** for purchases (including balance transfers) is variable and may increase. Unless an Introductory rate is in effect, the periodic rate used to compute the interest charge for purchases is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. An increase in the Index will result in an increase in the daily periodic rate, which in turn, may result in higher payments. We will add a margin of 3.25% to the Index to determine the purchases **ANNUAL PERCENTAGE RATE**. The purchases **ANNUAL PERCENTAGE RATE** is subject to change in the future based on changes in the Index. The daily periodic rate for purchases will never be greater than .048630%, 17.75% **ANNUAL PERCENTAGE RATE)**. The **ANNUAL PERCENTAGE RATES** set forth in this paragraph are referred to as the “Standard Rates.”

In addition to the variable-rate aspects of the Account for purchases, the **ANNUAL PERCENTAGE RATE** for purchases is also based on certain creditworthiness criteria. After your Account has been open for at least one year, we may review your creditworthiness from time to time, including when you request a credit limit increase, and adjust your Standard Rate daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** for purchases by notifying you in accordance with applicable law. If your Standard Rate **ANNUAL PERCENTAGE RATE** for purchases is adjusted based on your creditworthiness, the margin used for calculating rate changes due to changes in the Index will be adjusted. Any **ANNUAL PERCENTAGE RATE** changes to your Account due to changes in your creditworthiness will only affect new purchase balances beginning on the effective date of the change; existing purchase balances will continue to be subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change until those balances are paid in full.

If at any time a required minimum payment is three or more billing cycles past due, the **ANNUAL PERCENTAGE RATE** for all advances may be increased to a Penalty Rate daily periodic rate of .048630% (17.75% **ANNUAL PERCENTAGE RATE**). After the Penalty Rate becomes effective, it will apply both to current and new balances and it may remain in effect indefinitely. If your minimum payments are made as required for six consecutive months starting on or after the first payment due following the Penalty Rate effective date, the Standard Rates for your Account will be restored.

A portion of the **INTEREST CHARGE** is determined by applying the applicable daily periodic rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, and cash advances. The Average Daily Balance is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except if you have paid your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, new purchases are not added to the purchases balance. Balance transfers may be shown on your statement in the Promotions feature category. When determining balances, we may combine feature category balances that have the same periodic rate and other **INTEREST CHARGE** terms. We then subtract any payments or credits and unpaid **INTEREST CHARGES** allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for each feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for each feature category. The periodic **INTEREST CHARGE** is determined by multiplying each feature category Average Daily Balance by the number of days in the billing cycle and applying the applicable daily periodic rate to the product. The total **INTEREST CHARGE** for each statement period is the sum of the periodic **INTEREST CHARGES** for each feature category plus any non-periodic **INTEREST CHARGES**.

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.

LATE PAYMENT FEE: If we do not receive your required Minimum Payment within 10 days of the Payment Due Date, you may be charged a Late Payment Fee of $20 or an amount equal to the Minimum Payment due, whichever is less.

RETURNED PAYMENT FEE: If any payment made on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee or the amount equal to your required Minimum Payment, whichever is less. The Returned Payment Fee will apply when any payment is returned to us, even if the payment is honored upon resubmission.

CASH ADVANCE FEE: $5 or 2% of each cash advance, whichever is greater, with a maximum fee of $25

OTHER FEES:

Ez Pay (telephone assisted expedited payment service): $10 per payment

Convenience Check Fees:

Stop Payment:	$20 per check
Copy of Check:	$20 per check
Non-Sufficient Funds (insufficient credit limit):	$20 per return

Foreign Transaction Fee: Up to 1% of the transaction amount in U.S. dollars.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH THE CREDIT UNION NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITYINTEREST 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.

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:

The Education Credit Union
c/o Card Processing Center
P.O. Box 815909
Dallas, TX 75381

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:

The Education Credit Union
c/o Card Processing Center
P.O. Box 815909
Dallas, TX 75381

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.