

Rates are as of 01/01/2019

**COMMUNITY RESOURCE CU  
CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT  
FOR REWARDS MASTERCARD®, MYPATH MASTERCARD® AND  
SECURED MASTERCARD® ACCOUNTS**

*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”) covers your Community Resource Credit Union Rewards MasterCard®, MyPath MasterCard®, or Secured MasterCard® Account (“Account”). In this Agreement, the words “you” and “your” mean any person who signs this Agreement or uses the Card. “We,” “our,” and “us” mean Community Resource Credit Union, the issuer of your credit card, or anyone to whom the credit union assigns its rights under this Agreement. The “Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the Card” means any procedure used by you or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use 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. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

**SECURITY. YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.**

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving.

**ADDITIONAL SECURITY:** If you have other loans with us, now or in the future, collateral securing those loans may also secure your obligations under this Agreement. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and other agreements you have with us. For the Secured MasterCard Account, an additional Security Agreement is required.

**EXTENSIONS OF CREDIT:** If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or to those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, cash advances, and balance transfers obtained through use of the Card.

**SIGNING YOUR CARD AND ACTIVATION:** When you receive your Card, you agree to sign your name on the Card in the signature panel on the reverse of the Card. Each Card issued by us to you or an authorized user must be signed by the person whose name is embossed on the front of the Card. We may delay or

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deny access to your Account until you have activated your Card. If you fail to sign the Card you will be responsible for unauthorized use of that Card to the extent permitted by applicable law. You agree to keep your Cards in a safe and secure manner at all times in order to prevent loss or theft of the Cards.

**JOINT APPLICANT LIABILITY:** If more than one person executes this Agreement, each of you shall be jointly and severally 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 himself or herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

**OTHERS USING YOUR ACCOUNT:** If you allow anyone else to use your Account, you will be liable for all credit extended to such persons. You promise to pay for all purchases 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.

**CONVENIENCE CHECKS:** We may issue checks at our discretion that 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. When we receive a convenience check, we may review your Account when deciding whether to pay the check, and you agree that we have the right not to pay a convenience check for any reason. You agree that our refusal to pay a convenience check shall not constitute wrongful dishonor. We do not have to pay any item that 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 included with this Agreement and incorporated by reference.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** We may from time to time offer additional services to your Account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

**REWARDS MASTERCARD:** The Rewards MasterCard includes an incentive program that recognizes your loyalty and use of the Card. The terms and conditions of the reward program are provided separately and are subject to change at any time. The Credit Union may suspend or terminate the rewards program at any time in its sole discretion.

**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. We may limit cash advances and certain other types of advances to a portion of your total credit limit. You agree that we may, but are not obligated to, extend credit to you for an amount that would make your outstanding balance exceed your total credit limit or for any amount if your outstanding balance is already over the total credit limit. If we do allow you to exceed your credit limit, that does not mean that we will allow you to exceed your credit limit in the

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future, and you should not expect that we will allow you to exceed your credit limit on any occasion. We may adjust your credit limit at any time without notifying you. Your current credit limits are reflected on your periodic statement. You may request a credit limit increase by contacting us. A request for a credit limit increase may be considered a request for new credit and may be subject to credit approval.

**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 and fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, Late Charges, Annual 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 \$25, 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 \$25 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. **If there is a balance on your Account, making a payment in excess of your minimum payment will reduce the INTEREST CHARGES that are added to the Account.**

**SKIP-A-PAYMENT:** From time to time, we may offer special opportunities for you to skip-a-payment. Skip-a-payment offers may be subject to additional terms and Credit Union approval. If we permit or approve a skip-a-payment, there will be no payment due for the month in which you have skipped payment, and your regular payment schedule will resume in the month immediately following the month in which you have skipped payment. During the skip-a-payment period, INTEREST CHARGES will continue to accrue on the unpaid Account balance at the applicable periodic rate in accordance with this Agreement.

**COST OF CREDIT:** Except as provided in this Agreement, you will pay an INTEREST CHARGE for all advances made against your Account. Unless we provide otherwise in connection with a promotional offer, INTEREST CHARGES for cash advances (including convenience checks) and balance transfers begin to accrue on the date of the advance and there is no grace period in which to repay those advances without incurring an INTEREST CHARGE. Purchases of financial instruments such as money orders and engagement in other financial transactions using your Card such as wire transfers will be treated as cash advances. New purchases will not incur an INTEREST CHARGE on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance. The Payment Due Date will be not less than 25 days from the billing cycle closing date shown on your statement. No additional INTEREST CHARGE will be imposed on purchases

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whenever you pay the Account in full on or before the Payment Due Date reflected on your statement.

**FOR MYPATH MASTERCARD AND MEMBER SELECT REWARDS MASTERCARD ACCOUNTS:**

If your Account features an Introductory APR, you will pay an Introductory APR INTEREST CHARGE for the applicable transaction category made at the periodic rate and corresponding ANNUAL PERCENTAGE RATE and for the time period set forth in the Account Opening Disclosures included with this Agreement ("Introductory APR"). Thereafter, or if there is no Introductory APR, purchases and balance transfers are subject to a variable Daily Periodic Rate ranging from .026000% to .049288% (9.49% - 17.99% ANNUAL PERCENTAGE RATE) for the MyPath Card ("Standard Rate"), and from .034219% to .047918% (12.49% - 17.49% ANNUAL PERCENTAGE RATE) for the Reward Card ("Standard Rate"), based on your creditworthiness. At all times, including during the Introductory APR period, cash advances are subject to a variable Daily Periodic Rate ranging from .034219% to .049288% (12.49% - 17.99% ANNUAL PERCENTAGE RATE) for the MyPath Card ("Standard Rate"), and from .042438% to .049288% (15.49% - 17.99% ANNUAL PERCENTAGE RATE) for the Reward Card ("Standard Rate"), based on your creditworthiness. The precise Daily Periodic Rates and corresponding ANNUAL PERCENTAGE RATES ("APRs") for all advances on your Account are set forth in the Account Opening Disclosures. The APRs for your Account are subject to certain creditworthiness criteria and may change in the future. After your Account has been open for at least one year, we may review your creditworthiness from time to time and adjust the Daily Periodic Rates and APRs for all Account advances within the ranges stated above. If we increase your rates, we will notify you in accordance with applicable law. Rate increases may remain in effect indefinitely. Any APR increases to your Account due to changes in your creditworthiness will only affect new balances beginning on the effective date of the change. Existing balances will continue to be subject to the APRs in effect before the date of a rate increase until those balances have been paid in full. If we decrease your interest rates, both existing and new balances will be subject to the new rates.

The Standard Rate APRs for all advances are variable and may increase. The variable APRs are based on a margin as determined by us based on your creditworthiness and 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. The variable ANNUAL PERCENTAGE RATES are 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 periodic rates, which in turn, may result in higher payments. APR changes due to changes in the Index will affect both existing and future balances. The Standard Rate ANNUAL PERCENTAGE RATES for all advances in any given billing cycle will be the applicable margin plus the Index. Your specific margins, the Daily Periodic Rates, and corresponding ANNUAL PERCENTAGE RATES for all advances are set forth in the Account Opening Disclosures included with this Agreement. The ANNUAL PERCENTAGE RATES will never be higher than 17.99% (.049288% Daily Periodic Rate). If the Index ceases to be published or is otherwise unavailable, we may substitute a substantially similar index.

If at any time your Account is 60 days or more delinquent, we may increase the APRs for all current and future balances to a non-variable Penalty ANNUAL PERCENTAGE RATE as set forth in the Account Opening Disclosures. We may restore your APRs to your regular APRs if you make payments as required for six

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consecutive months beginning with the first payment due immediately following the effective date of the Penalty Rate.

**FOR SECURED MASTERCARD ACCOUNTS:**

All advances for purchases, cash advances, and balance transfers are subject to a non-variable Daily Periodic Rate of .049178% (17.95% ANNUAL PERCENTAGE RATE).

**FOR ALL ACCOUNTS:**

A portion of the INTEREST CHARGE is figured 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.

**CREDIT BALANCE.** You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

**CASH ADVANCE FEE:** For cash advances, there is a Cash Advance Fee INTEREST CHARGE as set forth in the Account Opening Disclosures. There is no grace period within which to repay cash advances in order to avoid paying the Cash Advance Fee.

**BALANCE TRANSFER FEE:** For balance transfers, there is a Balance Transfer Fee INTEREST CHARGE as set forth in the Account Opening Disclosures. There is no grace period within which to repay balance transfers in order to avoid paying the Balance Transfer Fee.

**LATE PAYMENT FEE:** If we do not receive your required Minimum Payment as set forth on the most recent periodic statement within 10 days of the Payment Due Date, we may charge a Late Payment Fee as set forth in the Account Opening Disclosures. In no event will the Late Payment Fee exceed the required minimum payment for the applicable statement period.

**ANNUAL FEE:** If your Account features an Annual Fee, the amount of the Annual Fee and the terms and conditions for its assessment are set forth in the Additional Disclosure included with this Agreement.

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**RETURNED PAYMENT FEE:** We will charge a Returned Payment Fee as set forth in the Account Opening Disclosures each time you send us a payment that is returned unpaid for any reason. We will charge 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 required minimum payment for the applicable statement period.

**FOREIGN TRANSACTION FEE:** For the Secured MasterCard Account, a Foreign Transaction Fee as set forth in the Account Opening Disclosures will apply to all international purchase, cash disbursement, and Account credit transactions. There is no grace period within which to repay international transactions in order to avoid paying the Foreign Transaction Fee.

**CREDIT INSURANCE:** If offered, 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:

(844) 453-2412

You may also write to us at:

Community Resource Credit Union c/o WorldPay  
P. O. Box 495937  
Cincinnati, OH 45249

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 MasterCard's zero liability policy, you will not be liable for any unauthorized use of your MasterCard if (i) you have exercised reasonable care in safeguarding the Card from risk of loss or theft; and (ii) upon becoming aware of the loss or theft, promptly report the loss or theft to us.

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 mail or other standard payment methods we have approved. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement or by any other payment method we have approved will generally be credited to your Account on the date of receipt. If the date of receipt for a payment mailed to the address designated on the periodic statement is not a business day, your 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. If payment is made at

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any location other than the address designated on the periodic statement or by a payment method not approved by us, credit for such payment may be delayed up to five days. 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 upon request. To the extent permitted by applicable law, all payments on your Account will be applied first to collection costs, then to any INTEREST CHARGE and other fees due, and then to the unpaid principal balance. Amounts paid in excess of the required minimum payment will be applied first to the balances with the highest interest rates. 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.

**REFUSAL TO AUTHORIZE TRANSACTIONS.** We may decline any transaction on your Account for any of the following reasons: (i) operational reasons, (ii) if your Account is in default (including exceeding your credit limit) or you are delinquent on any obligation owed to us, (iii) suspected fraudulent or unlawful activity, or (iv) any other reason we choose. We may decline to advise you why we have denied a transaction. If we identify suspicious activity on your Account, we may suspend your Account until we can verify the activity or we may close your Account for your protection. In addition, we reserve the right to deny transactions or authorizations from merchants whom we believe may be engaging in Internet gambling or are connected to internet gambling. We are not responsible for the refusal of any merchant, financial institution, or ATM to honor your Card or convenience checks issued on your Account.

**DEFAULT:** You will be in default: (i) if you die; (ii) if you fail to make any payment on time; (iii) if you fail to keep any promises you have made under this Agreement or any other agreement you have 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 anyone tries, by legal process, to take any of your money maintained with us; (vi) if you have given us false or inaccurate information in obtaining your Card or in connection with any periodic update of your information; or (vii) if anything happens that endangers your willingness or ability to repay what you owe to us.

**ACCELERATION:** If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus INTEREST CHARGES that will continue to accrue until the entire amount is paid. You expressly waive any right to notice or demand, including without limitation, demand upon default, notice of our intent to accelerate, and notice that your debt has been accelerated.

**TERMINATION AND CHANGES:** You may terminate this Agreement, by written notice, as to future advances at any time. We reserve the right to require the consent of all joint borrowers to terminate an Account. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as INTEREST CHARGES and other related charges. We may add to, change, or delete any terms of this Agreement, including the periodic rate, at any time

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subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or obtain a cash advance after having been given notice of a change in terms, you agree that, to the extent permitted by applicable law, the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses to the extent permitted by applicable law.

**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 Community Resource Credit Union, P.O. Box 3181, Baytown, TX 77522-3181. Please include your name, address, home telephone number, and Account number, and identify the information you believe is incorrect. 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.

**CREDIT INVESTIGATION:** In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

**CONTINUATION OF CREDIT:** We may from time to time request personal information from you for the purpose of updating your credit status, according to normal credit procedures. Your failure to provide such information when requested by us may result in suspension of your line of credit privileges under this Agreement, including your ability to obtain any future advances by any means.

**EXPIRATION OF CARD:** The Card will not be valid after the expiration date printed on the front of the Card and it must not be used after that date.

**RENEWAL AND REPLACEMENT OF CARDS:** We may continue to issue renewal or replacement Cards until we revoke the right to use the Card or until your Card Account is closed.

**TELEPHONE MONITORING AND CONTACTING YOU:** To ensure quality service, you agree that we, our agents, and our service provider may monitor and/or record any telephone communications with you. By providing your telephone numbers to us, including any cellular telephone number, you represent that you are the subscriber and/or customary user of such telephone numbers. To the extent permitted by applicable law, you agree that we, our agents, and our service provider may contact you for any purpose (including collection purposes) at any telephone number or email address you have provided to us, or from which you call or email us, or which we have obtained and believe you can be contacted at. We may contact you by voice, text, email, or any other available means. Voice calls and text messages may be made using any available technology such as an autodialer and/or a prerecorded or artificial voice. Message and data rates may apply. If you change, cancel, or reassign any of your telephone numbers or email addresses, you agree to notify us promptly. You agree to hold us harmless for any misrepresentation or non-compliance with the terms of this section.

**ILLEGAL TRANSACTIONS:** You may not use your Card or Account for any illegal transaction or purpose. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal



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purpose or that poses an undue risk of illegality. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us and MasterCard 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 conduct an international transaction with your MasterCard, part of MasterCard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the date the transaction is processed, which may differ from the selected rate on the date the transaction occurred or the date the transaction is posted to your Account. For the Secured MasterCard Account, there is a Foreign Transaction Fee for all international purchase, cash disbursement, and Account credit transactions as set for in this Agreement and the Account Opening Disclosures.

**ADDITIONAL PROVISIONS:** Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. You understand that the validity, construction, and enforcement of this Agreement is governed by the laws of the State of Texas to the extent not preempted by applicable federal law, and it is performable in Harris County, Texas. Use of your Card is also subject to the policies and rules of MasterCard International as applicable and in effect from time to time. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times, and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement any number of times without losing our right to enforce them on future occasions. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. If mailed, Account statements will be delivered at the most recent address we have on file for you. You agree to give us prompt notice if you move or if you change your name, your home or billing address, your telephone number or place of employment. No indulgence or acceptance by us of delinquent or partial payments constitutes a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

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**RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT:** By signing an application for the Card 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, and you acknowledge receipt of a copy of this Agreement. You agree to notify each cardholder and authorized user that their use of a Card or the Account is subject to this Agreement.

Community Resource Credit Union, P.O. Box 3181, Baytown, TX 77522-3181 issues your credit Card under this Agreement.

*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:

Community Resource Credit Union  
Attn: Card Services Department  
P.O. Box 3181  
Baytown, TX 77522-3181

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.

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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

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dissatisfied with the purchase, contact us *in writing* at:

Community Resource Credit Union  
Attn: Card Services Department  
P.O. Box 3181  
Baytown, TX 77522-3181

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:** (844) 453-2412 – 24 hours a day/7 days a week. (Please have Account information available.)