

# Travis County Credit Union MasterCard Credit Card Agreement & Truth in Lending Disclosure

## Please retain for personal records

This is your MasterCard Credit Card Agreement and Truth-In-Lending disclosure. This agreement and disclosure required by law, is designed to define the guidelines concerning your Account(s).

This Agreement covers the MasterCard Credit Card Account issued by Travis County Credit Union (TCCU), a state chartered credit union with its main office located in Austin, TX. In this Agreement the words "you," "your," "yours," and "cardholder," mean any person who signs the Application for this Account, any joint party, guarantor, authorized user, or the person whose name is embossed on the card. The words "we," "us," and "our," mean TCCU. "Account" or "Account Information" means your MasterCard Card Account with us. The word "Card" means any one or more credit cards issued under this Account. If you sign the Credit Application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

Effective August, 2016

Annual Percentage Rate (APR) for Purchases	<b>12.84%</b> Fixed
APR for Balance Transfers	<b>12.84%</b> Fixed
APR for Cash Advances	<b>12.84%</b> Fixed
Penalty APR and When it Applies	<b>NONE</b>
How to Avoid Paying Interest on Purchases	Your due date is at least <b>25</b> 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 (Grace Period) each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than <b>\$0.00</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the web site of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
Annual Fee	<b>NONE</b>
Transaction Fees	
Balance Transfer	<b>NONE</b>
Cash Advances	Either <b>\$2.00</b> or <b>2.0%</b> of the amount of each advance, whichever is greater
International Transaction Fee	<b>1.1%</b> of transaction amount
Penalty Fees	
Late Payment	Up to <b>\$20.00</b>
Over-the-Credit-Line	<b>NONE</b>
Returned Payment	Up to <b>\$30.00</b>
Other Fees	
Phone Payment	Up to <b>\$10.00</b>
Replacement Card	Up to <b>\$10.00</b>
Temporary Increase	Up to <b>\$15.00</b>
Statement Copy	Up to <b>\$4.00</b> per month

### 1. EFFECT OF AGREEMENT

This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance or credit slips you sign or receive may contain different terms. Subject to applicable law, we may amend this Agreement including, but not limited to, changing the rate or method of determining the FINANCE CHARGE, by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

### 2. RESPONSIBILITY

If we issue you a Card you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and Account. For example, you are responsible for charges made by anyone else to whom you give the card or card number, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and return all cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment in which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the card is jointly responsible with you for charges he or she makes; if that person signs the card, he or she becomes a party to this agreement and is also jointly responsible for all charges on the Account, including yours.

### 3. FINANCE CHARGE

You can avoid the FINANCE CHARGE (interest) on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to

your Account, will be subject to a FINANCE CHARGE. Cash advances, which include balance transfers, are always subject to FINANCE CHARGE from the date they are posted to your Account. The FINANCE CHARGE (ANNUAL PERCENTAGE RATE) is calculated at 12.84%. The FINANCE CHARGE will be applied to the average daily principal balances of purchases and cash advances of your Account. Because your Minimum Payment remains the same, any increase in the ANNUAL PERCENTAGE RATE will increase the number of your payments, but will not increase the amount of your payments. There is no maximum ANNUAL PERCENTAGE RATE, except that the ANNUAL PERCENTAGE RATE will not exceed the highest permitted by applicable law. We figure the FINANCE CHARGE as follows:

**Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate.** The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of your monthly statement and explained below:

Method F- Average Daily Balance (including new transactions). To avoid incurring additional **Interest Charges** on the beginning balance of cash advances (and purchases if Method F is specific as applicable to purchases) reflected on your monthly statement you must pay the Beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed applying the Period Rate to the "average daily balance" of cash advances (and if applicable purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G- Average Daily Balance (including new transactions). To avoid incurring additional **Interest Charges** on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the entire "New Balance" in full, shown on your monthly statement, on or before the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance

**Other Interest Charges:** In addition to the finance charges discussed above, other charges will be applicable to your Account. Please refer to the enclosed rate disclosure.

Interest paid or agreed to be paid under this Agreement shall not exceed the maximum amount allowed under the applicable law. If we receive anything of value which may be deemed interest under applicable law, and which would exceed the maximum amount authorized under applicable law, the excess shall be applied to the reduction of the unpaid principal amount you owe under this Agreement or will be refunded to you.

#### **4. ADDITIONAL FEES**

For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

#### **5. MONTHLY STATEMENTS AND PAYMENTS**

Each month if your balance exceeds \$1.00 or there was activity on your Account, we will send you a statement showing 1) your Previous Balances of purchases and cash advances, 2) the current transactions (new purchases and cash advances) on your Account, 3) the remaining credit available under your Credit Line, 4) the New Balances of purchases and cash advances, 5) the Total New Balance, 6) the FINANCE CHARGE due to date, 7) any other billed fees, and 8) the Minimum Payment required. Every month you must at least pay the Minimum Payment required within 25 days of your statement closing date as shown on your monthly statement. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and reduce the FINANCE CHARGE by doing so. The Minimum Payment will either be 1) 2-1/2% of your Total New Balance or \$25.00, whichever is greater, or 2) your Total New Balance, if it is less than \$25.00, plus 3) any portion of the Minimum Payment(s) shown on prior statements which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Limit, you must immediately pay the excess upon our demand. We will apply your payments in the following order: 1) to all collection penalties and other Account fees, 2) to the previously billed and unpaid FINANCE CHARGE on purchases, 3) to the previously billed and unpaid FINANCE CHARGE on cash advances, 4) to cash advances, 5) to previously billed purchases, 6) to new transactions, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE on that balance so as to avoid continuing accrual of FINANCE CHARGE on that amount. Purchases and cash advances will be paid off in the order they were posted to your Account. If two or more purchases were posted on the same day, your payment will be applied to the smallest purchases first. You will be responsible for all matters shown on each monthly statement unless you notify us in writing of any dispute within 60 days after the statement date in the manner required by the notice "Your Billing Rights" (in section 16 of this agreement).

#### **Payments can be mailed to:**

MasterCard  
PO Box 31279  
Tampa, FL 33631-3279

**Payments may be made in person at a Travis County Credit Union office.**

**Payment Crediting and Credit Balance.** Payments received by 5PM at the location specified on the front of your monthly statement after the phrase "Please Mail Your Payment To:" will be credited as of the date of receipt to the account specified on the payment coupon. Payments

made in person during normal business hours at branch locations where such payments are accepted will be treated as received on the same day. Payments must be made in U.S. dollars. Payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of your statement after the phrase.

## **6. DEFAULT**

You will be in default if you fail to make any Minimum Payment within 25 days after the monthly statement closing date, which is your payment due date. You will be charged a late fee if a payment is not received within 10 days of the payment due date. You will also be in default if 1) your ability to repay us is materially reduced by a change in your employment or an increase in your obligations, 2) there are bankruptcy or insolvency proceedings involving you, 3) you die, 4) you make a misrepresentation in connection with your Account, 5) you default on any obligation to us, under this Agreement or otherwise, 6) you exceed your Line-of-Credit. We have the right to demand immediate payment of your full Account balance if you are in default. You specifically authorize us to deduct all or any part of the amount in default from any deposit account in which you have an ownership interest, unless prohibited by applicable law. If permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

## **7. ADDITIONAL SECURITY**

Collateral securing other loans you have with us now or in the future may also secure amounts you owe under this Agreement. However, in the event the Credit Union has a mortgage or lien on your residence, whether now or in the future, your residence will secure only those loans to which reference is made in any such mortgage or lien and will not secure the amount you owe the Credit Union under this Agreement.

## **8. LOST CARD NOTIFICATION**

If you believe your Card or Account Information has been lost or stolen, you should immediately call us at 512-477-2641 or MasterCard at 800-237-6211. Our address is 1101 North IH 35, Austin, TX 78702. Notification that your card has been lost or stolen may be given by telephone or an in-person visit to TCCU.

## **9. LIABILITY FOR UNAUTHORIZED USE**

You may be liable for the unauthorized use of your Card. You may be liable if the Personal Identification Number (PIN) is written on the card. You will not be liable for any unauthorized use of your Card that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00. If you notify us orally, you should confirm your loss by writing us at Credit Card Security Department.

**Attn. Fidelity - Customer Service  
P.O. Box 30495  
Tampa, FL 33630**

## **10. CREDIT LINE**

If we approve your application, we will establish a Line-of-Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Line-of-Credit. Each payment you make on the Account will restore your Line-of-Credit by the amount of payment which is applied to the principal. By giving you written notice we may reduce your Line-of-Credit at any time. We may also, with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay us the Account balance. The Cards remain our property and you must get back and return to us all Cards upon our request and upon termination of this Agreement. "Line-of-Credit" may also be called Credit Limit in this Agreement and in your monthly statement.

## **11. CREDIT INFORMATION**

You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who ask us about your credit standing.

## **12. USING THE CARD**

You may use the card issued to you to make purchases in person, by mail, by telephone, or by Internet from merchants and others who accept MASTERCARD credit cards. In addition, you may obtain cash advances from TCCU, from other financial institutions participating in the MasterCard program and from ATMs (automated teller machines) that participate in the ATM MASTERCARD program. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) to obtain a cash advance from an ATM. Cash advances from ATMs may not exceed a total of \$500 per day. Any transaction which would cause the daily limit to be exceeded will be refused. You agree that all transactions that you initiate by use of your MasterCard Credit Card Account are legal in the jurisdiction where you live and/or where the transaction occurred. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card Account whether deemed legal or illegal.

## **13. FOREIGN TRANSACTIONS**

If you use your card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, plus or minus any adjustments that the Issuer determines. If a credit is subsequently given in currency other than U.S. dollars and has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

## **14. DISPUTES**

We are not responsible for the refusal of any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

## **15. TERMINATION**

Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

## **16. YOUR BILLING RIGHTS**

### **KEEP THIS DOCUMENT FOR FUTURE USE**

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at: Fidelity - Customer Service, P.O. Box 30495, Tampa, FL 33630. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone MasterCard at their 24 hour Customer Service access line 800-237-6211 but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

## **17. YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements for the amount you question, including the FINANCE CHARGE, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any FINANCE CHARGE related to the questioned amount. If we didn't make a mistake, you may have to pay the FINANCE CHARGE, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent or in default. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question on your statement. And we must also tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement is correct.

## **18. AMENDMENTS**

Issuer may amend these regulations from time to time by sending Holder advance written notice not less than 90 days prior to the effective date for any change that is either averse to Holder's outstanding balance or increases certain fees, as required by the Texas Consumer Act from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements.

## **19. GOVERNING LAW**

Holder agrees to be governed by the Texas Consumer Act with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.