

TEXAS DOW EMPLOYEES CREDIT UNION ADDITIONAL DISCLOSURE TO MASTERCARD® AGREEMENT AND DISCLOSURE

This Additional Disclosure contains additional terms for your TDECU Mastercard[®] credit card account. This Additional Disclosure is incorporated into the TDECU Mastercard[®] Agreement and Disclosure Statement ("Agreement") and should be maintained with your copy of the Agreement for future reference. Rates and fees are subject to change from time to time in accordance with applicable laws.

The following terms supplement the Cost of Credit terms in your Agreement:

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for	0% introductory APR for purchases made within the first six months that your account is opened.
Purchases	After that, your Standard APR will be between:
	Mastercard Platinum 7.99%-17.99%
	Mastercard Classic 7.99%-17.99%
	Mastercard Onyx 9.5%-17.5%
	Mastercard Business 7.99%-17.99%
APR for Balance	0% introductory APR for the first twelve months on balance transfers
Transfers	processed within the first 30 business of account opening.
	After that, your Standard APR will be:
	Mastercard Platinum 7.99%-17.99%
	Mastercard Classic 7.99%-17.99%
	Mastercard Onyx 9.5%-17.5%
	Mastercard Business 7.99%-17.99%
APR for Cash	Mastercard Platinum 7.99%-17.99%
Advances	Mastercard Classic 7.99%-17.99%
	Mastercard Onyx 9.5%-17.5%
	Mastercard Business 7.99%-17.99%
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 (unless the balance transfer is subject to the introductory APR noted above) on the transaction date.
For Credit Card Tips	To learn more about factors to consider when applying for or using a credit
from the Consumer	card, visit the website of the Consumer Financial Protection Bureau at
Financial Protection	http://www.consumerfinance. gov/learnmore
Bureau	
Fees	

Annual Fee	None
Penalty Fees	
Late Payment	Up to \$25.00
Returned Payment	Up to \$25.00
Balance Transfer Fee	Up to 5% of the balance transfer amount.
Phone Payment Fee	A fee of up to \$10.00 is charged when making a payment by phone
Rush Shipping Fee	\$37.50 per plastic for rush cards

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Credit Card Agreement for more details.

INTRODUCTORY PURCHASES RATE: Until the first day of the billing cycle that includes the six-month anniversary date of the opening of your Account, you will pay an introductory Daily Periodic Rate of 0% for all purchases which corresponds to an ANNUAL PERCENTAGE RATE of 0%. Thereafter, the Standard Rate set forth in this additional agreement will apply to your balance transfers.

INTRODUCTORY BALANCE TRANSFER RATE:

Until the first day of the billing cycle that includes the twelve-month anniversary date of the opening of your Account, you will pay an introductory Daily Periodic Rate of 0% for all balance transfers processed within the first 30 business of account opening. which corresponds to an ANNUAL PERCENTAGE RATE of 0%. Thereafter, the Standard Rate set forth in this additional agreement will apply to your balance transfers.

STANDARD RATE: After the Introductory Rate periods noted above, an ANNUAL PERCENTAGE RATE based on credit worthiness will apply to all purchases, balance transfers, and advances on your Credit Card Account. We may offer promotional rates from time to time while your account is open and will disclose those rates in accordance with applicable law at the time of the offer.

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:

TDECU

Customer Service P O Box 31112

Tampa, FL 33631-3112

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 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 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 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: TDECU Customer Service P.O Box 31112Tampa, FL 33631-3112

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will inform you of 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: (877) 404-1009, 24 hours a day / 7 days a week.



CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR MASTERCARD® ACCOUNT

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

TERMS USED IN THIS AGREEMENT: This Credit Card Agreement and Disclosure Statement covers your Mastercard® Account ("Account"). In this Agreement "You" and 'Your" mean any person who applies for or uses the Card. "We," "our," "us" and "Credit Union" mean Texas Dow Employees Credit Union (TDECU), the issuer of your Mastercard. 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 the purchase or advance is 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. In this Agreement, any plural terms shall be deemed plural when context and construction so require.

CONSENSUAL SECURITY INTEREST: You agree to give the Credit Union a security interest in all funds on deposit in accounts in which you have an ownership interest, both now and in the future, except for retirement accounts or any other accounts that would lose special tax treatment under state or federal law if given as security. The granting of this security interest is a condition for the

issuance of any Card that you may use, directly and indirectly, to obtain extensions of credit under this Agreement. This means that, if you are in default, the Credit Union can, without prior notice to you, take funds from any eligible account(s) in which you have an ownership interest and apply them as a credit against your credit card Account in any amount available up to the entire balance. Collateral securing other loans you have with the Credit Union may also secure this loan.

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-839-1154 ext. 1395 during our normal business hours.

EXTENSION OF CREDIT: The Credit Union has established a Mastercard Account in your name and one or more Cards will be issued to you or to those designated by you. By use of the Card or the Account you authorize the Credit Union to pay for your Account including all items reflecting as credit purchases and cash advances (including balance transfers).

JOINT APPLICANT LIABILITY: If more than one person signs the application, 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 cardholder may close the Account at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

<u>CARD SIGNATURE PANEL</u>: Upon receipt of your new or reissued Card, you must sign the signature panel on the back of the Card. If the signature panel is not signed, merchants are not required to accept your Card.

<u>OTHERS USING YOUR ACCOUNT:</u> If you allow anyone else to use your Account, you will be liable for all credit extended to such persons, even if that person exceeds your permission. You promise to pay for all purchases, balance transfers, and cash advances made by anyone you authorize to use your Account, whether 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.

LIABILITY FOR UNAUTHORIZED USE: If you notice the loss or theft of your credit card or a possible unauthorized use of your Card, you should write to us immediately at P.O. Box 31281, Tampa, Florida 33631-3281 or call us (877) 404-1009. 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 for unauthorized transactions will not exceed \$50.

<u>CREDIT LIMIT</u>: We assign a credit limit to your Account. We will notify you of the credit limit when the Card is sent to you. 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. Notwithstanding the foregoing, in our discretion we may choose to approve a transaction you have requested that would cause you to exceed your approved credit limit and you will be responsible for such transactions. Each payment you make on the Account will restore your credit limit by that amount of the payment which is applied to the principal balance of purchases and cash advances. The Credit Union has the right to reduce or terminate your credit limit at any time for any reason permitted by law.

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) finance charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic 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 charges, finance 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 2% of the new balance or \$18, whichever is greater, plus any amount more than the credit limit established by us. If the new balance is \$18 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. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your account balance will not advance your next payment due date(s).

<u>CREDIT INSURANCE</u>: Credit insurance is not required for any extension of credit under the Agreement. However, if available, you may purchase credit insurance 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.

TERMINATION OR CHANGES: The Credit Union may add to, delete, or change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to your future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance charges and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination unless the transactions were unauthorized. The Cards and convenience check you receive remain the property of the Credit Union and you must surrender to the Credit Union all Cards and convenience checks upon request or upon termination of this Agreement whether by you or the Credit Union.

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 are the subject of an order for relief under Title 11 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; (6) you are declared incompetent or mentally incapacitated, or you die; or (7) if anything happens or any condition exists which the Credit Union reasonably believes impairs your ability to repay what you owe.

ACCELERATION: If you are in default, the Credit Union may, without prior notice to you, demand immediate payment of the Account balance plus finance 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. The Card always remains the property of the Credit Union, 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 cost incurred in the recovery of the Card.

COST OF CREDIT: You will pay a finance charge for purchases, balance transfers, and advances made against your Account as set forth in the Additional Disclosure ("Additional Disclosure") attached and incorporated into this Agreement. If your Account features an Introductory Rate, you will pay an Introductory Rate for purchases, balance transfers, and advances made against your Account at the Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE ("APR") set forth in the Additional Disclosure. Any Introductory Rate applicable to your Account will apply for the time as set forth in the Additional Disclosure. After any Introductory Rate period, or if an Introductory Rate does not apply to your Account, you will pay the Standard Rate for purchases, balance transfers, and advances made against your Account at the Daily Periodic Rate and corresponding APR set forth in the Additional Disclosure. In addition, after your Account is opened, we may review your credit report periodically from time to time in accordance with applicable law and adjust your Standard Rate. You will be notified no less than 45 days prior to any rate change in accordance with applicable law. Cash advances (including balance transfers) incur a finance charge from the date they are posted to the Account. If you have paid your Account in full by the due date shown on the previous monthly statement, or there is no previous balance, you have not less than 25 days to repay your Account balance before a finance charge on the current purchases will be imposed. If you have not paid your Account in full by the due date shown on the previous monthly statement, you have no grace period in which to repay your Account balance before a finance charge on current purchases will be imposed, and such finance charge will begin on the date such purchases are posted to your Account. No additional finance charge will be incurred whenever you pay the Account in full by the Payment Due Date shown on your monthly periodic statement.

The finance charge is figured by applying the periodic rate to the "balance subject to finance charge," which is the "average daily balance" of your Account, including certain current transactions. The "average daily balance" is arrived at by taking the beginning balance of your Account each day and adding any new cash advances (including balance transfers), and, unless you pay your Account in full by the due date shown on your previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid finance charge. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the "average daily balance." The finance charge is determined by multiplying the "average daily balance" by the number of days in the billing cycle and applying the periodic rate to the product. The finance charge for certain categories of transactions subject to an introductory rate or a promotional rate may be separately calculated for those category balances. You may pay any amounts outstanding at any time without penalty for early payment.

ACCOUNTS WITH DIFFERENT APRS: Payments made more than the required minimum payment will be applied to the balance with the highest APR and then to balances subject to lower APRs, in descending order of APRs until all balances subject to an APR are paid in full.

<u>CASH ADVANCE FEE:</u> You will not be charged a cash advance fee. If an advance is made by another institution, the other institution may also impose a fee. If you obtain a cash advance by using an automated teller machine (ATM), any fee imposed upon the Credit Union by the owner or operator of the machine may be passed on to you. Any charge made under this paragraph will be added to the balance of your Account and treated as a cash advance.

ANNUAL FEE: You will not be charged an annual fee for the issuance or use of the Card.

LATE PAYMENT FEE: If we do not receive your required minimum payment within 10 days of the payment due date, you will be charged a late payment fee as set forth in the Additional Disclosure. In no event will the late payment fee exceed the amount of the minimum payment due for the applicable statement period.

<u>RETURNED PAYMENT FEE</u>: A return pay fee will be charged each time you send us a payment that is returned unpaid for any reason. We will charge you this fee each time any payment is returned unpaid, even if it is paid upon resubmission. The amount of the returned payment fee is set forth in the Additional Disclosure. In no event will the returned payment fee exceed the amount of the minimum payment due for the applicable statement period.

OVER-THE-CREDIT-LIMIT FEE: You will not be charged an over- the- credit-limit fee.

BALANCE TRANSFER FEE: We reserve the right to charge a balance transfer fee.

RUSH SHIPPING FEE FOR EXPEDITING LOST, STOLEN OR ADDITIONAL CARD: We will charge you a fee for the rush delivery of your card as set forth in the Additional Disclosure.

TELEPHONE PAYMENT: If you make a telephone request to make a payment, we will charge a Telephone Payment fee as set forth in the Additional Disclosure.

<u>CREDITING OF PAYMENTS</u>: All payments made on your Account at the address designated for payment on the monthly periodic statement or made to a member service representative at any of our branch offices by 2:00PM CST will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment or a payment made at a branch drop box is not a business day or after 2:00PM CST, your payment will be credited on the first business day following receipt. Payments may be made by mail, by electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. We will accept late or partial payments without forfeiting any of our rights under this Agreement. The required minimum payment for your Account will be applied first to collection costs, then to any finance charge and other fees due, and then to the unpaid principal balance.

BALANCE TRANSFERS: If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any specific date. Although most balance transfers will be made sooner, it could take up to three weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfer requests will be processed in the order in which you submit them. If a balance transfer request is more than the available credit limit, we may automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. A balance transfer cannot be used to pay TDECU credit card or TDECU loan balances. If you wish to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have regarding those purchases or other charges. There is no grace period for balance transfers. Balance Transfers are classified as a cash advance & therefore subject to the cash advance APR.

<u>CREDIT INVESTIGATION</u>: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to: (1) investigate your credit and employment history, (2) verify your credit references, (3) request and use credit reports, and (4) report the way you pay your Account to credit bureaus and other interested parties. We may report the status and payment history of your Account to the credit reporting agencies each month. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agencies is inaccurate or incomplete, please notify us in writing at Texas Dow Employees Credit Union, 1001 FM 2004, Lake Jackson, TX 77566-4012. Please include your name, address, home telephone number, and Account number.

<u>CONVENIENCE CHECKS</u>: The Credit Union may issue checks at our discretion that may be used for any purpose other than making 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 that would cause the outstanding balance in your Account to exceed your credit limit.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal purpose or unlawful transactions. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card 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, defend, and hold us harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

FOREIGN TRANSACTIONS: If you effect a foreign 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. Foreign transactions include those processed by a merchant overseas, even if the cardholder initiated the transaction while here in the United States (e.g., Internet transactions).

SKIP-A-PAYMENT OPTION: From time to time, we may offer you the opportunity to skip-a-payment on your account(s). The offer, if made, will be reflected on your periodic statement as a message informing you that you can skip your payment for that month. Your choice to skip the payment will constitute your acceptance of the offer. As a result, your payments will resume the following month. Interest will continue to accrue at the interest rate in effect at that time for the related skip payment period. All other provisions of your credit agreement shall apply following the skipped payment. On a joint account, either member acting alone may accept the skip payment. Certain account exclusions may apply.

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 Brazoria County, Texas. 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 the Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Card always remains our property, 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, 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 without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, e-mail address, telephone number or place of employment.

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 the Additional Disclosure, and you acknowledge receipt of a copy of this Agreement and the Additional Disclosure.