TDECU
YOUR CREDIT UNION

TEXAS DOW EMPLOYEES CREDIT UNION **ADDITIONAL DISCLOSURE TO** VISA® **CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT**

This Additional Disclosure contains additional terms for your TDECU VISA® credit card account. This Additional Disclosure is incorporated into the TDECU VISA® Credit Card Agreement and Disclosure Statement ("Agreement" or "Credit Card 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 Purchases	**0% introductory APR for purchases made within the first six months that your account is opened.** After that, your standard APR will be: **TDECU Platinum Visa® 12.24%-17.99%** This APR will vary with the market based on the Prime Rate.
(APR) for Balance Transfers	**0% introductory APR for the first** 18 **months on balance transfers processed within the first 30 business** days **of account opening.** After that, your standard APR will be: TDECU Platinum Visa® 12.24%-17.99% This APR will vary with the market based on the Prime Rate.
(APR) for Cash Advances	**TDECU Platinum** Visa® **12.24%-17.99%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	**17.99%.** This APR will vary with the market based on the Prime Rate. We may apply the Penalty APR to your account if you: • Fail to make a minimum payment by the date and time that it is due or • Are more than 60 days past due
Paying Interest	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.
Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.ConsumerFinance.gov/LearnMore
Fee Charges	
Annual Fee	**None**
Penalty Fees	
Late Payment	Up to **$25.00**
Returned Payment	Up to **$25.00**
Transaction Fees	
Balance Transfer Fee	5% of the balance transfer amount
Phone Payment Fee	Up to $10.00 is charged when making a payment by phone
Rush Shipping Fee	$37.50 per plastic for rush cards
Cash Advance Fee	5% minimum fee of $10.00
Foreign Transaction Fee	2% of the total purchase amount in U.S. dollars
Paper Statement Fee	$5.00 per statement

HOW WE WILL CALCULATE YOUR BALANCE: We use a method called "average daily balance (including new transactions)." See your Credit Card Agreement for more details.
BILLING RIGHTS: Information on your rights to dispute transactions and how to exercise those rights are included in the Credit Card Agreement. See your Billing Rights section for full 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 18-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 days 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 creditworthiness 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.
MINIMUM PAYMENT: We will calculate the minimum payment as stated in the Credit Card Agreement in the "Promise to Pay" section.
PRIME RATE: Variable APRs are based on the 6.75% Prime Rate as of December 10, 2025. We add 3.00-9.49% to the Prime Rate as described in the "Variable Rate" section of the Credit Card Agreement to determine the purchase/balance transfer/cash advances APR.
MILITARY LENDING ACT NOTICE: 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.

TDECU
YOUR CREDIT UNION

Effective Date 08/01/2026

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR Visa® ACCOUNT

Read and retain this copy of your Credit Card Agreement and Disclosure Statement (this "Agreement" or "Credit Card Agreement"). This document, along with the Additional Disclosure document, is an agreement between you (the Member) and Texas Dow Employees Credit Union. We've agreed to lend you money as described in this Agreement, and you agree to pay us back, along with interest charges and fees.

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.

Getting started with your account:

Important Terms	What it means to you	Our responsibility
Credit Limit	You are responsible for the total balance on your Account, including if your balance exceeds your credit limit.	We will assign a credit line to your Account and post your current limit on your monthly billing statement. We may cancel, change, or restrict your credit availability at any time. We are not obligated to allow your Account to go over its credit limit. We may not approve all transactions.
Authorized Users	You are responsible for any use of your Account by any authorized user or anyone else that you permit to use your Account. You must notify us if you want them to stop using your Account. You also are responsible for getting any Cards, checks, or other means of accessing your Account from the authorized user.	If you request, we may issue Cards that access your account to your authorized users.
Amendments	**We may change the terms of this Agreement, including APRs and fees, from time to time. We may also add new terms or delete terms. APRs or other terms may also change without amendment, for example, when the Prime Rate changes, or the Penalty APR is applicable.**	**Our ability to make changes to this Agreement is limited by applicable law. We may communicate amendments to this Agreement to you via mail, email or other electronic means, or included in your monthly billing statements as permitted by law.**
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.

Important terms for your account:

Term	What it means
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. If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorney fees, court costs, and all other expenses of enforcing our rights under this Agreement.

Payment Due Date	Payments are due on the payment due date shown on your monthly statement. The monthly statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after the required time will be credited on the next business day.
Variable Rate	We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR may increase, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If *The Wall Street Journal* stops publishing The Prime Rate, we will select a similar reference rate.
Penalty APR	A Penalty periodic rate and corresponding Penalty APR, as stated in the Additional Disclosure, may be applied to your Account balance and new transactions on your account if you fail to make a payment when due or your account is more than 60 days past due. We will provide you notice of such Penalty APR prior to the effective date of the Penalty APR, and such notice will inform you which future transactions and/or outstanding balances are subject to the Penalty APR. The Penalty APR will stay in effect until six consecutive payments are received on or before the due date during the six-month period following such increase. If the six consecutive payments are not met, we may keep the Penalty APR on your account indefinitely.
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.

Using your card:

Transaction	What it means to you	Our responsibility
Purchases	You may use your Account to buy goods and services.	We authorize charges to your Account in accordance with the terms of this Agreement.
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 to 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. 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 and therefore subject to the cash advance APR from the date of the balance transfer.	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.
Cash Advances	You may obtain cash from automatic teller machines at banks or by using cash advance checks. Unless we say otherwise, balance transfer checks or promotional checks made payable to cash or you will be treated as cash advances. There is no grace period for cash advances, which are subject to the cash advance from the date of the advance.	We treat certain transactions as cash advances, such transactions will reflect cash advance APRs.
Convenience Checks	The Credit Union 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.	We do not have to pay any item that would cause the outstanding balance in your Account to exceed your credit limit.

Foreign Transactions	If you effect a foreign transaction with your Visa®, Visa® International will convert the charge into a U.S. dollar amount. Visa® International will use its currency conversion procedure, which is disclosed to institutions that issue Visa® cards. Currently, the currency conversion rate used by Visa® 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 Visa® International for the applicable currency on the day the transaction is processed, which 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, such as an internet transaction you initiate in the United States but that a merchant processes overseas.	
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.	We may decline to process any transaction that we believe in good faith to be for an illegal purpose.
Others Using Your Account	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 PO 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.	
Promotions	You may receive special offers related to your account.	Any special offer is subject to this Agreement, unless explained otherwise, such as in the terms of the special offer.

Paying us back:

After you make a payment, it may take up to 15 business days to restore available credit to your account.

Important Information	What you need to know
Crediting of Payments	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. All payments will be credited in accordance with this Credit Card Agreement. In some instances, the payment may be held for risk mitigation purposes. This will not affect the date the payment is credited; however, it may result in a potential delay in available credit equal to the amount of the payment applied to the credit balance.
Payment Allocation	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 balance with the lowest APR. 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.
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 skipped payment. Certain account exclusions may apply.
Credit Balances	If you do not request a refund, we will apply any credit balance to new charges on your account.

Fees:

Fee	Amount	About the fee
Late Fee	Up to $25.00	We have the right to charge you a late fee if you don't pay at least the amount equal to the minimum payment due minus any overlimit amount by the payment due date. The amount of your late fee will never be higher than your minimum payment due.
Returned Payment Fee	Up to $25.00	We have the right to charge you a returned payment fee if your bank doesn't honor your payment. The amount of your returned payment fee will never be higher than your minimum payment due.
Balance Transfer Transaction Fee	5% of the amount of each transfer	We have the right to charge you a fee for each balance transfer.
Phone Payment Fee	Up to $10.00	We have the right to charge you a fee to make a payment by phone call.
Rush Shipment Fee	Up to $37.50	We have the right to charge you a fee for each rushed shipment of the plastic card.
Cash Advance Fee	5% minimum fee of $10.00	We have the right to charge you a fee for each cash advance transaction.
Foreign Transaction Fee	2% of the total purchase amount in U.S. dollars	We have the right to charge you a fee for each foreign transaction.
Paper Statement Fee	$5.00 per statement	We have the right to charge you a fee for each statement printed.

Our relationship agreement:

Term	What it means
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 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 determined 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 outstanding amounts at any time without penalty for early payment.
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 due 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).
Consensual Security Interest	**You agree to give the Credit Union a security interest in all funds on deposits 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.**
Credit Insurance	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.
Credit Investigation	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 agency if you fail to fulfill the terms of this Agreement. If you believe that the information we have reported to the credit reporting agencies is inaccurate or incomplete, please notify us in writing at Texas Dow Employees Credit Union, 2000 Post Oak Blvd., Ste. 2100, Houston, TX 77056-4493. Please include your name, address, home telephone number, and Account number.

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 PO Box 31112
Tampa, 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.

ARBITRATION AGREEMENT

You and TDECU agree that we will attempt to informally settle any and all disputes arising out of, affecting, or relating to your Visa® Account (hereinafter referred to as "Account"), including but not limited to, disputes relating to the establishment, terms, treatment, operation, handling, limitations on, or termination of your Account; any disclosures or other documents or communications relating to your Account; any transactions or attempted transactions involving your Account, whether authorized or not; billing, billing errors, credit reporting, the posting of transactions, payment or credits, or collections matters relating to your Account; services or benefits programs relating to your Account, whether or not they are offered, introduced, sold, or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your Account, goods or services financed under your Account, or the terms of financing; the application, enforceability or interpretation of this Agreement, including this arbitration provision; and any other matters relating to your Account (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed, or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, will, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any TDECU branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your Account for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

Selection of Arbitrator: The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will supersede the conflicting Rules only to the extent of inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

Effective Date: This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.

Arbitration Proceedings: The arbitration shall be conducted within 50 miles of your residence at the time the arbitration commences. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator will be entitled to award the same remedies that a court can award, including public injunctive relief to the extent available under applicable state law. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. The arbitrator shall not be entitled to make errors of law in making the arbitration award. With respect to errors of law and otherwise as provided in applicable statutes, the arbitrator's award is not subject to review by the court, and it cannot be appealed. TDECU will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees and costs of suit, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees and costs. However, if TDECU prevails, then you will not be required to pay our attorneys' fees and costs. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Class Action Waiver: ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

Severability. If the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Survival: This Arbitration Agreement shall survive termination of the Agreement.

Right to Opt-Out: You have the right to opt out of this Arbitration Agreement, provided you notify TDECU of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify TDECU in writing at TDECU, 2000 Post Oak Blvd., Ste. 2100, Attention: Compliance, Houston, TX 77056-4493 within such sixty (60) day time period. Your letter must include your name, your Member number, the date, and a statement that you are electing to opt-out of this Arbitration Agreement and Waiver of Class Action. If you fail to opt-out within this sixty (60) day time frame, you shall be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it will not affect other terms and conditions of this Agreement or your relationship with TDECU. This Arbitration Agreement shall be deemed to have been provided to you on the day it was mailed if you have elected to receive notices and your statements by mail or on the day it was emailed if you have elected to receive notices and your statements electronically.

Amendment/Termination: We reserve the right to amend or terminate this Arbitration Agreement if we notify you in writing at least thirty (30) days prior to such amendment or termination taking effect. Notwithstanding anything in this Agreement to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect, or relate to conduct that occurred prior to the effective date of such amendment or termination.

Inapplicable to Covered Borrowers: This Arbitration Agreement will not apply to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act.

Questions: For more details or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.