



**FREESTONE CREDIT UNION**  
P O Box 210 \* 613 MAIN STREET  
TEAGUE, TX 75860

254-739-2594  
800-737-8440  
FAX 254-739-3371

## CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR MASTERCARD® CREDIT CARD ACCOUNT

**NOTICE: READ AND RETAIN THIS COPY OF YOUR AGREEMENT AND TRUTH IN LENDING DISCLOSURE FOR FUTURE REFERENCE.**

**TERMS USED IN THIS AGREEMENT:** This Agreement and Disclosure Statement covers your MasterCard® Account. In this Agreement, The "Credit Union" means Freestone Credit Union or its successors. "You" and "your" mean any person who signs this Agreement or uses the Card. "We" "our" and "us" mean the credit union named above. "The Card" means any Credit Card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or 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 singular and any singular terms shall be deemed plural when context and construction so require.

If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement.

**SECURITY INTEREST:** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your account will be secured by your pledged shares. Collateral securing other loans you have with the Credit Union may also secure this loan, except that you home will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving.

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

**JOINT APPLICANT LIABILITY:** If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

**OTHERS USING YOUR ACCOUNT:** If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that 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.

**CREDIT LIMITS:** You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion.

**PROMISE TO PAY:** You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) **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, Over-the-Limit Fees, Late Charges, Annual Fees, **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 an amount which is at least 5% of the New Balance or \$18.00 whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$18.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.**

**COST OF CREDIT:** You will pay a **FINANCE CHARGE** for all advances made against your Account. **FINANCE CHARGES** for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance.

**The periodic rate used to compute the FINANCE CHARGE is .027123% per day, which corresponds to an ANNUAL PERCENTAGE RATE of 9.90%**

**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 current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding in any new cash advances, and unless you pay your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **FINANCE CHARGE**. This gives us the daily balance. 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.

No additional FINANCE CHARGES will be imposed on new purchases shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 25 days from the billing cycle closing date shown on your statement.

**LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your Card. You will not be liable for any unauthorized use of your Card if you notify us orally or in writing at the Credit Card Center, PO Box 815909, Dallas, TX 75381-5909, telephone number 1-800-442-4757, of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with the Card; (2) you have not reported two or more incidents of unauthorized Card use within the previous 12 months; and (3) you have maintained your Account in good standing. The foregoing liability limitation does not apply to ATM cash advance transactions. In any case, your maximum liability for unauthorized use of the Card will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

**CREDITING OF PAYMENTS:** We do not charge for payments made by standard mail service or other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited to your Account on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. All payments on 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. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

**LATE CHARGE:** If a payment is 10 days or more past due, you will be charged a late fee of 5% (Five Percent) of the payment amount, minimum of \$5 up to \$35. If you do not pay for two consecutive billing cycles, your fee will be \$35 or 3% of the past due amount, whichever is greater.

**RETURNED CHECK FEE:** We will charge you a Returned Check Fee of \$20.00 each time you pay us with a check that is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:**

We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown above in this Agreement. Please include your name, address, home telephone number and Account number.

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

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

**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 us; (3) if you are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money maintained with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

**ACCELERATION:** If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and

payable, plus FINANCE CHARGES which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

**TERMINATION AND CHANGES:** You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as FINANCE CHARGES and other related charges. We may change the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

**RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT:** By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this agreement.

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

**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 this Agreement is performable in the county and state of the credit union shown above in this Agreement, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the state in which the credit union shown above is primarily located. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times, and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also 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, telephone number or place of employment.

**You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction which 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 which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us, MasterCard International, Incorporated harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.**

**AUTHORIZATION:** I certify that I am at least 18 years of age, and that I have read and agree to all the terms, authorizations and disclosures contained on this form and that everything I have stated in the detachable certificate is true and correct. I authorize the Credit Union named on this certificate to check my credit record and to verify my credit, employment, and income references. I understand that the use of any card issued in conjunction with this offer will constitute my acceptance of and will be subject to the terms and conditions of the Card Agreement. I agree to be responsible for all charges incurred according to the Card Agreement. I understand that the terms of my Account are subject to change as provided in the Card Agreement. (This statement & signature on the application.)

## Fair Credit And Charge Card Disclosures Box

Annual Percentage Rate For Purchases	MasterCard Regular 9.90%	MasterCard Gold 9.90%	MasterCard Platinum 9.90%
Other Annual Percentage Rates: Balance Transfers Cash Advances	9.90%	9.90%	9.90%
Variable Rate Information	Not Applicable	Not Applicable	Not Applicable
Grace Period For Repayment Of The Balance For Purchases	25 Days - If you have paid your account in full by the due date shown on the previous monthly statement, or there is not a previous balance, you have not less than 25 days to prepay your account balance before a finance charge on 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 is posted to your account.		
Method of Computing The Balance For Purchases And Cash Advances	Average Daily Balance (including new purchases)	Average Daily Balance (including new purchases)	Average Daily Balance (including new purchases)
Annual Fee	None	None	None
Minimum Finance Charge	None	None	None
Transaction Fee for Purchases	None	None	None
Transaction Fee for Cash Advances	None	None	None
Late Payment Fee added 10 days after your payment due date	5% of payment, minimum of \$5 Up to \$35. If you do not pay for two consecutive billing cycles, your fee will be \$35 or 3% of the past due amount, whichever is greater.	5% of payment, minimum of \$5 Up to \$35. If you do not pay for two consecutive billing cycles, your fee will be \$35 or 3% of the past due amount, whichever is greater.	5% of payment, minimum of \$5 Up to \$35. If you do not pay for two consecutive billing cycles, your fee will be \$35 or 3% of the past due amount, whichever is greater.
Returned Check Fee	\$20.00	\$20.00	\$20.00
Minimum Payment	At least 5% of the new balance or \$18.00 whichever is greater	At least 5% of the new balance or \$18.00 whichever is greater	At least 5% of the new balance or \$18.00 whichever is greater

The information about the cost of the card described in this application is accurate as of **December 31, 2009**. This information may have changed after that date. To find out what may have changed, write to us at **P O Box 210 Teague, TX 75860**

### WHAT TO DO IF THERE IS AN ERROR ON YOUR STATEMENT NOTICE OF YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our 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 us on a separate sheet at the address listed on your statement. 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 us, 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 3 business days before the automatic payment is scheduled to occur.

**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 bill you for the amount you question, including FINANCE CHARGES 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 CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCE CHARGES, 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. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

**Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or mailed you the advertisement for the property or services.

**CUSTOMER SERVICE: 1-800-442-4757 - 24 hours a day/7 days a week. (Please have Account information available.)**

## How to Protect Your Credit

The best way to protect your credit is to take an active role in maintaining responsibility for it – spend and make payments wisely, and never compromise the security of your card or identity.

### Minimize Your Risk of Fraud.

Credit Card Fraud is a crime which occurs when someone obtains key pieces of information such as your Social Security number, your credit card number, or some other piece of your personal information and uses them for his or her own gain.

Often victims of fraud are unaware of what has happened until they notice something's not right: they receive bills for a credit card account they never opened, their credit report lists unknown debts; a card billing cycle passes without receiving a statement; or charges that they didn't sign for, didn't authorize, and don't know anything about appear on their statement.

Victims are left with the complicated task of restoring their credit and their good names.

### Outsmart the thieves.

Here's how:

- **Pay attention to your billing cycles.** Follow up with creditors if your bills don't arrive on time.
- **Guard your mail from theft.** Don't leave mail unattended or unsecured in a mailbox and shred discarded mail that contains personal information.
- **Put passwords on your credit card, bank and phone accounts.** Whenever possible.
- **Be protective of your personal information. Be cautious when giving out your credit card number, address, or other personal information.** When possible, only share this information when you know you are dealing with a reputable organization.
- **Protect your personal information in your home.** Tear or shred documents like charge receipts, copies of credit offers and applications, insurance forms, doctor's statements, discarded bank checks and statements, and expired credit cards before you throw them away.
- **Never carry your Social Security card.** Leave it in a secure place at home
- **Confirm online purchases are secure.** Look for clues such as a lock and key at the bottom corner of your browser, a URL that begins https://, or the words Secure Sockets Layer (SSL).
- **Avoid using your card as ID.** Thieves can use this information to assume your identity and open bank accounts, make purchases, obtain cash, and even get a job or apartment. However, some merchants require a credit card as a secondary form of ID. Only use your credit card at recognized and reputable merchants.

---

**Now you can enroll in MasterCard SecureCode whenever you check out of a participating merchant website. It's fast and easy. Just enter the requested information to complete your transaction. Logon to the website ([http://freestoneecu.org/index\\_files/Page648.htm](http://freestoneecu.org/index_files/Page648.htm)) and register today to see how we are working to protect your credit card.**

As a consumer, you want to know that your online purchases are secure. But you also want the ordering process to be easy. To help protect you when you are making purchases over the Internet, *Freestone Credit Union* is enrolling all of its members' MasterCard Credit Cards in MasterCard SecureCode.

Whenever your card is used at a participating online store, you will be asked for your personal password to verify that you authorize the purchase. This password helps protect your credit cards against unauthorized use. You must complete your registration before making a purchase at any participating merchant website.

**To sign up, just logon to MasterCard SecureCode Box on our webpage or just start shopping.** When you are ready to check out at a participating merchant, you will be given the opportunity to register. A window displaying the MasterCard SecureCode logo and the *Freestone Credit Union* logo will open. Just enter your account details at this secure site and create your password to complete the transaction. Once you register your card, no one else can use your SecureCode card number at a participating online store without your personal password. Once you activate your card, simply shop like normal - and your MasterCard card number is automatically recognized at checkout. When you submit an order at a participating online store, the MasterCard SecureCode window will appear. Simply enter your password, click submit, and you're done.