

ENJOY YOUR NEW CREDIT CARD

YOUR CARDMEMBER AGREEMENT

EFFECTIVE DATE: AUGUST 2019



Houston Texas Fire Fighters
Federal Credit Union

Houston Texas Fire Fighters Federal Credit Union

VISA® Credit Card Agreement

In this Agreement, the words “we,” “us,” and “Credit Union” mean Houston Texas Fire Fighters Federal Credit Union or its successors. “You” and “your” means any person who signs this Agreement or uses the Card. “The Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of 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.

SECURITY INTEREST

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 EXTENSION OF CREDIT UNDER THIS AGREEMENT. Share and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to the security interest you are giving.

ADDITIONAL SECURITY. If you have other loans with us, now or in the future, collateral securing those loans may also secure your obligations under this Agreement. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and other agreements you have with us.

1) **Extension of Credit.** If your Application is approved, the Credit Union may, at its discretion, establish a line of credit in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize the Credit Union to pay for your account, all items reflecting credit purchases and cash advances obtained through use of the Card. You may not use your Card for any illegal purpose or transaction. The Credit Union may refuse to authorize any transaction that it believes to be illegal or that poses an undue risk or illegality. 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 the Credit Union for illegal use of the Card and to indemnify and hold the Credit Union and VISA International, Inc. from and against any lawsuits, other legal action or liability that results directly or indirectly from such illegal use.

2) **Joint Applicant Liability.** If the 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.

3) **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.

4) **Credit Limits.** You promise the payment made for your account resulting from use of the Card will, at no time, cause the outstanding balance in your account to exceed your credit limit as disclosed to you at the time you received your Card or as adjusted from time to time at the discretion of the Credit Union.

5) **Promise to Pay.** You promise to pay 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, 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 and **FINANCE CHARGES** 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) less (iii). You agree to pay on or before the "payment due date" shown on the periodic statement either the entire "New Balance," or the minimum payment shown on the statement. Generally, the "minimum payment" will equal 2% of the New Balance or \$15, whichever is greater. If the new balance is \$15 or less, you will pay the principal balance in full.. You may make extra payments in advance of the due date without penalty and you may repay any funds advanced, credit extended, or amount outstanding at any time without 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. The Credit Union may also, from time to time and at its option, offer you the opportunity to skip a payment. If you decide to skip a payment, a **FINANCE CHARGE**, will continue to accrue on the balance in the account at the applicable periodic rate in accordance with this Agreement, and the payment terms applicable to the account prior to the skipped payment will automatically resume.

6) **Cost of Credit.** The **ANNUAL PERCENTAGE RATE** for purchases, transfers, and cash advances against Visa accounts which were formerly branded as "Visa Platinum" or "MasterCard Gold" shall be 8.9%. The **ANNUAL PERCENTAGE RATE** for purchases, transfers, and cash advances against Visa accounts which were formerly branded as "Visa Classic" or "MasterCard Classic" shall be 11.9%. 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 new purchases will be imposed. Otherwise, there is no grace period and the new purchases will incur a **FINANCE CHARGE** from the date they are posted to the account. 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 calculated by taking the beginning balance of your account each day and adding any new cash advances, 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 CHARGES**. 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.

7) **Other Charges.** The following other charges (fees) will be added to your account, as applicable.

-**ATM Fee.** If you obtain a cash advance by using an automated teller machine, you may be charged any amounts imposed upon the Credit Union by the owner or operator of the machine. Any charge made under this paragraph will be added to the balance of your account and treated as a purchase.

-**Collection Cost Fee.** You agree to pay all reasonable cost of collection, including court cost and attorney's fees imposed and any costs incurred in the recovery of the Card.

-**Return Check Fee.** If a check or share draft used to make a payment on your account is returned unpaid, you may be charged a fee of \$10.00 for each item returned.

-**Late Payment Fee.** If you are 10 or more days late in making a payment, a late charge equal to \$25.00 may be added to your account.

-**Design Your Own Card Fee.** If use the DYOC feature to design your own card, you will be charged \$10.00 for each custom card that you order.

8) **Credit Insurance.** If available, credit insurance is not required for any extension of credit under this Agreement. However, you may purchase any credit insurance available through the Credit Union and have the premium added to the outstanding balance in your account. If you elect to do so, you will be given the necessary disclosures and documents separately.

9) **Zero Liability Protection.** You will not be liable for fraudulent transactions on your VISA credit card account provided that you were not fraudulent or negligent in the handling of your account or card and you did not participate in the transaction. You must exercise reasonable care in safeguarding your card from unauthorized use. Within 2 business days of discovering that your card has been lost or stolen you must call 800-449-7728 to report it. Within 90 calendar days from the date that an unauthorized transaction is posted to your account you must call 855-835-9186 to report it.

10) **Crediting of Payments.** 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. If payment is made at any location other than the address designated on the periodic statement, credit for such payment may be delayed up to five days. 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.

11) **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; or (6) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe.

12) **Acceleration.** If you are in default, the Credit Union may, without prior notice to you, call any amounts you still 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 or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration. The Card remains the property of the Credit Union at all times, and you agree to immediately surrender the Card upon demand of the Credit Union.

13) **Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your account at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

14) **Convenience Checks.** The Credit Union may, at its discretion issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such checks, you authorize the Credit Union to pay the item for the amount indicated and post such amount as a cash advance to your account. The Credit Union does not have to pay any item, which would cause the outstanding balance in your account to exceed your credit limit.

15) **Continuation of Credit.** The Credit Union may from time to time request personal information from you for the purpose of updating your credit status, according to normal credit procedures. Your failure to provide such information when requested by the Credit Union may result in suspension of your line of credit privileges under this Agreement, including your ability to obtain any future advances by any means.

16) **VISA Currency Conversion.** If you effect a transaction with your VISA Card in a currency other than U.S. dollars, the rate of exchange between the transaction currency and the billing currency used for processing the transaction will be the wholesale market rate or the government mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa assesses an international service assessment (ISA) fee equal to 1.0% of the transaction amount on international clearing transactions where Visa performs a currency conversion. Visa assesses an international service assessment (ISA) fee equal to 0.8% of the transaction amount on single-currency international transactions.

[The following provision only applies if the credit union has elected this option with VISA USA.]

17) **VISA Emergency Services.** You acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

18) **Termination of Charges.** The Credit Union may, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice. 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. The Credit Union may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, by written notice. When required by law, the Credit Union will give you at least 45 days' notice before the change(s) take effect, and you will have the right to reject the change(s) in certain circumstances. Use of the Card or account more than 14 days after you receive a notice of change in terms constitutes agreement to and acceptance of the change in terms.

19) **Credit Information.** You authorize the Credit Union to investigate your credit standing and employment history when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

20) **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 Houston Texas Fire Fighters Federal Credit Union, P.O. Box 70009, Houston TX 77270-0009. Please indicate your name, address, home telephone number, account number, the dollar amount of the suspected error and the reason(s) you believe an error has occurred.

21) **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

22) **Copy Received.** You acknowledge that you have received a copy of this Agreement.

23) **Signatures.** By signing in the Signature area of the Credit Card Application, you agree to the terms of this Agreement.

24) **Additional Provisions.** Each provision of the Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Texas and federal law. Use of your Card is also subject to the policies and rules of VISA International, as applicable and in effect from time to time, which do not conflict with the terms of this Agreement. The Credit Union does 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 refusal of any merchant or financial institution to honor your 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. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Houston Texas Fire Fighters Federal Credit Union
P.O. Box 70009
Houston, TX 77270-0009

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 bill, 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. 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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

Your Rights If You Are Dissatisfied With Your Credit Card Purchase

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these requirements apply if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Houston Texas Fire Fighters Federal Credit Union
P.O. Box 70009
Houston, TX 77270-0009

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

The information about the costs of the card described in this Application and Agreement is accurate as of August 2019. This information may have changed after that date. To find out what may have changed, write to us at Houston Texas Fire Fighters Federal Credit Union, P.O. Box 70009 Houston, TX 77270-0009 or call us at 713-864-0959.



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Houston, Texas 77007-2313

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P.O. Box 70009
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Phone: (713) 864-0959
(800) 809-0600

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