

MEMBER/BORROWER(S) NAME AND ADDRESS

ACCOUNT/MEMBER NO. DATE

CREDIT LIMIT

This Agreement will establish the terms and conditions of your credit card agreement with Rocket Federal Credit Union. In this agreement, the words "you" and "your" mean any person receiving and using the card and that by using the card for the first time "you" agree to all terms and conditions in this agreement. "Card" means the MasterCard credit card and any duplicates and renewals the Credit Union issues. "Account" means your MasterCard credit card account with the Credit Union. "Credit Union," "we," "us," and "our" mean Rocket Federal Credit Union. You must be a member of the Credit Union to apply for a credit card. Except to the extent that Federal Law is applicable, the validity, construction and enforcement of the Agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the State of Texas.

1. Responsibility. If we issue you a card, you agree to pay all debts and the FINANCE CHARGE arising from the use of the card and the card account. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. If more than one person has applied for a card or signed the application, paragraph 15 below also applies to your account. You agree that you will not use or allow anyone else to use your card or PIN for any transaction that is illegal under applicable federal, state, or local law.

BUSINESS / COMMERCIAL MEMBERS ARE PROHIBITED FROM ENGAGING IN UNLAWFUL INTERNET GAMBLING. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTICE: Restricted transactions are defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

2. Lost Card Notification. If you believe your credit card has been lost or stolen, you will immediately call the Credit Union at: (254) 840-2873.

3. Liability for Unauthorized Use. You will not be liable to the credit union for the unauthorized use of your card if the unauthorized use was not caused by your gross negligence or fraud. In any case, your liability to the credit union is \$0.00 for other unauthorized use of your card that occurs prior to the time when you give notice of possible unauthorized use to the credit union at, 1- 800-442-4757 and you will not be liable for unauthorized use that occurs after you notify the credit union of possible unauthorized use. TNB Card Services, P.O. Box 815909, Dallas, TX 75381-5909

4. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice, our credit committee may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

5. Credit Information. You authorize us to investigate your credit standing when opening, renewing, or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

6. Details About Your Monthly Payment.

(a) Monthly Statement. We will mail you a statement every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance of purchases and cash advances, the Total New Balance, the finance charge due to date, and the Minimum Payment Required. Statements: If provided electronically, statements will be available via home banking where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize.

(b) Minimum Payment. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so. The Minimum Payment will be any portion of the Minimum Payments shown on prior statements which remain unpaid plus either (a) 5% of your Total New Balance, or \$18.00 whichever is greater, or (b) your Total New Balance if it is \$1.00 or less. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

(c) How Payments Are Applied. We will apply your payments first, to applicable fees; second, to finance charges; third, to purchases included in the previous balance; fourth, to cash advances; and fifth, to new purchases.

7. Finance Charges.

Non-variable Option: The Credit Union, in its sole discretion, may change the Monthly Periodic Rate and ANNUAL PERCENTAGE RATE from time to time in compliance with any specifically applicable laws and/or regulations. Any change in the Finance Charge shall apply to any new Purchase and Cash Advances.

OTHER CHARGES: The following other charges (fees) will be added to your Account, as applicable: a) **Card Replacement Fee:** RUSH FEE: If you request a card in 2 days the fee is \$27.50, if you request a card in 1 day the fee is \$55.00; c) **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fees.

(a) When Finance Charge Begins. A finance charge will be imposed on cash advances from the date made or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. A finance charge will be imposed on purchases only if you elect not to pay the entire new balance of purchases shown on your monthly statement within 25 days from the closing date of that statement.

If you elect not to pay the entire new balance of purchases shown on your monthly statement within that 25 day period, a finance charge will be imposed on the unpaid average daily balance of those purchases from the statement closing date (but not on purchases posted during the current billing period) and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date.

(b) Figuring the Finance Charge. The FINANCE CHARGE (interest) is calculated at the periodic rate of .028768% per month which is an ANNUAL PERCENTAGE RATE of 10.50%.

(i) Cash Advances. The finance charge on cash advances for a billing cycle is computed by applying the monthly periodic rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance for cash advances (the outstanding cash advance balance of your account at the beginning of the billing cycle) any new cash advances received and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

(ii) Purchases. The finance charge on purchases for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of purchases, which is determined by dividing the sum of the daily balances of purchases during the billing cycle by the number of days in the cycle. Each daily balance of purchases is determined by subtracting from the outstanding unpaid balance of purchases at the beginning of the billing cycle any payments as received and credits as posted to your account, but excluding any unpaid finance charges.

8. Default. You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death, or your failure to abide by this Agreement. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law.

9. Using the Card. To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating MasterCard plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which is imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the MasterCard Credit Card system. The monthly statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit, or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

10. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

Effective April 1, 2008, MasterCard will charge 0.8% for international transactions that do not involve currency conversions.

CREDIT UNION: Rocket Federal Credit Union

The exchange rate for transactions in a foreign currency will be a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date; this may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

12. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

13. Security Interest. You may be giving a security interest in a specific amount of your share or share draft account(s) with the Credit Union by signing a separate pledge of shares agreement. If you give a security interest at the Credit Union, you must maintain the amount of the security given in your account(s) at all times during which you have the right to use your Card(s). Other than this security interest, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your Credit Union shares in other accounts or in the secured account(s), above the amount of the security you give. The Credit Union also waives any other security interest it may have for advances or purchases made under this agreement.

14. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

15. Joint Liability. Each person who signed the application will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

16. Other Charges. You will be charged a fee of \$20.00 when your scheduled monthly payment is 10 days LATE.

17. Copy Received. You acknowledge receipt of a copy of this Agreement.

18. Signatures. By signing in the Signature area of the application form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

BORROWER:**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 the address shown in this Agreement.

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.
- 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 (or electronically). 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 why we believe the bill was correct.

While we investigate whether or not 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 bill 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 bill.

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.

LIABILITY FOR UNAUTHORIZED USE OF YOUR ATM CARD OR PERSONAL IDENTIFICATION NUMBER (PIN) WHEN USED TO ACCESS LINE OF CREDIT BY OVERDRAFT: You may be liable for the unauthorized use of your ATM Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the Credit Union on page 1, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. The Regulation E section in your member account agreement with us discloses your liability and billing right for card transactions other than when the card directly accesses your overdraft protection line of credit.

SIGNATURES

By signing below you agree to be bound by the Terms and Conditions of this Agreement. You acknowledge receiving a copy and reading the Credit Card Agreement and Disclosure. You understand that this Agreement grants the Credit Union a Security Interest in all individual and joint accounts you have in the Credit Union, now and in the future with the exception of those accounts that would have an adverse tax consequence if pledged as collateral.

X (SEAL)
BORROWER SIGNATURE DATE

X (SEAL)
WITNESS DATE

X (SEAL)
CO-BORROWER SIGNATURE DATE

X (SEAL)
WITNESS DATE

MASTERCARD CREDIT CARD
ACCOUNT OPENING DISCLOSURE

MEMBER/BORROWER(S) NAME AND ADDRESS

ACCOUNT/MEMBER NO.

DATE

CREDIT LIMIT

Interest Rates and Interest Charges		<input checked="" type="checkbox"/> MASTERCARD
ANNUAL PERCENTAGE RATE for Purchases	<u>10.50</u> %	
ANNUAL PERCENTAGE RATE for Balance Transfers	<u>10.50</u> %	
ANNUAL PERCENTAGE RATE for Cash Advances	<u>10.50</u> %	
Minimum Interest Charge	None	
How To Avoid Paying Interest on Payments	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.	
For Credit Card Tips From The Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at: www.federalreserve.gov/creditcard	
Fees and Charges		
Set-up And Maintenance Fees Annual Fee	None	
Transaction Fees Cash Advance & Balance Transfers Foreign Transactions	None 1% of each transaction in U.S. dollars	
Penalty Fees Late Payment Return Payment	\$20.00 None	

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)".
See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.

Other Disclosures:

Late Payment
Rush Fee

If your payment is 10 days after the due date you will be charged \$20.00 late fee.
\$27.50/2 days
55.00/1 day

Periodic Rates:

The Purchase APR is 10.50 % which is a monthly periodic rate of .028768 %.
The Cash Advance APR is 10.50 % which is a monthly periodic rate of .028768 %.
The Balance Transfer APR is N/A % which is a monthly periodic rate of N/A %.
The Penalty Rate APR is N/A % which is a monthly periodic rate of N/A %.