

## Visa® Credit Card Agreement

This Agreement covers your Visa® Credit Card account with us. By requesting and receiving, signing, using or permitting others to use the card or account, you agree to all of the terms and conditions of this Agreement and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement. You agree that we need only provide a copy of this Agreement to one of the cardholders.

In this Agreement, the words "you" and "your" mean any person who applies for the card or uses the card. The words "we," "our," "us," and "Credit Union" mean Southwest Heritage Credit Union, the issuer of your card and its successors and assigns. The "card" means any credit card (including any renewal, substitution, or replacement cards) issued to you or to anyone designated by you under the terms of this Agreement. "Use of the card" means any procedure used by you to make a purchase or cash advance or otherwise transact on the card account, whether or not such use is evidenced by a signed written document or the card is physically presented. "Unauthorized use of the card" means 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. This Agreement includes your credit card application, the attached Account Opening Disclosures, and any amendments to these documents that become effective in accordance with applicable law.

**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.

**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.**

**EXTENSION OF CREDIT.** We have established an account in your name and one or more cards have been issued to you or to those designated by you. You authorize us to pay for your account all items reflecting purchases, balance transfers, and cash advances obtained through use of the card.

**JOINT APPLICANT LIABILITY.** Each person who has applied for the card will be jointly and individually liable to us for all charges made to the account, including applicable fees. In addition, each of you designates the other as agent for the purpose of making purchases, cash advances or balance transfers under this Agreement and each use of your card or account will be an extension of credit to all. Notice to one of you will constitute notice to all. Any joint cardholder may remove himself or 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.

**CONVENIENCE CHECKS.** We may, at our discretion, issue checks to you 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. We may refuse to pay a convenience check for any reason and such refusal will not be deemed as wrongful dishonor. Charges that apply in connection with the use of Convenience Checks are set forth in the Account Opening Disclosures attached to and incorporated into this Agreement. Fees will be assessed at the time they are incurred.

**BALANCE TRANSFERS.** Subject to your available credit, you may request to transfer the balances of non-Credit Union loan accounts to your account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. While most balance transfers will be made within a few weeks, it could take up to four weeks before payment to your other loan account is made. Accordingly, you should continue to make all required payments on your other loan accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit limit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer is more than your available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other loan accounts, even if you transfer the entire balance. If you want to close your other loan accounts, you should contact the lender directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges.

**OTHERS USING YOUR ACCOUNT.** If you cause or allow anyone to have access to your credit card account, you are liable for and promise to pay any balance owed whether or not you notified us of such use. If someone else is authorized to use your account and you wish to terminate that person's privilege, you must notify us in writing, and if he or she has a card, you must return that card with your written notice for it to be effective.

**CREDIT LIMIT.** Your card's credit limit is set by the Credit Union. We may, from time to time and at our discretion, increase, decrease, conditionally restrict or withdraw your credit limit. If the account holder is under the age of 21 and has a co-applicant, the co-applicant will need to give permission before a credit limit increase can occur. You promise that the purchases and cash advances you make, together with any fees related to the use of your credit card account, will not cause your balance to exceed your credit limit. We may, in our sole and absolute discretion, allow you to exceed your credit limit in certain circumstances, but any extension of credit in excess of your credit limit does not mean that we will allow you to exceed your credit limit in the future, and you should not expect that we will allow you to exceed your credit limit on any occasion. If you are ever unsure about the credit limit established for you, call the number printed on the back of your card or refer to your periodic statement.

**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 you authorize to use the card or account; (b) **INTEREST 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 a credit card account statement showing: (1) the previous balance, which is the account balance at the beginning of the billing cycle, (2) the amount of any cash advance, balance transfer, purchase, late charge, other fees and charges, and **INTEREST CHARGES** posted during the billing cycle, (3) the amount of all payments and credits posted to your account during the billing cycle, and (4) the "new balance," which is the sum of (1) and (2) less (3). You agree to pay the entire new balance or at least the Minimum Payment due on or before the payment due date shown on your periodic statement. For your Visa account, the Minimum Payment is 3% of the new balance. If the new balance is \$18 or less, you agree to pay it in full by the payment due date on your periodic statement. In addition to the Minimum Payment shown on your periodic statement, you agree to pay any amounts in excess of the credit limit established by us and any past due minimum payments. You may make extra payments in advance of the due date or pay off your account at any time without penalty for early payment. Regardless of the amount of any extra payments 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 an **INTEREST CHARGE** for all advances made against your account. The **INTEREST CHARGE** may include, as applicable, a minimum **INTEREST CHARGE**, a periodic **INTEREST CHARGE**

on your account balances, and certain transaction-based fees. Cash advances (including cash advance checks and balance transfers) incur an **INTEREST CHARGE** from the date they are posted to the account and there is no grace period to repay these advances without incurring an **INTEREST CHARGE**. Purchases of financial instruments such as money orders and engagement in other financial transactions using your card such as wire transfers will be treated as cash advances and there will be no grace period for such transactions. If you have paid your account in full by the due date shown on the previous monthly statement, or if your periodic statement reflects a credit balance, or if there was no previous balance, you have not less than 25 days to repay your account balance before an **INTEREST CHARGE** on new purchases will be imposed. Otherwise, there is no grace period and new purchases will incur an **INTEREST CHARGE** from the date they are posted to the account. Prior to the expiration of any grace period, if you do not pay the new balance in full but pay a portion of the new balance by the payment due date for that monthly statement, you will pay no periodic **INTEREST CHARGES** on the purchases portion of the new balance paid, but you will pay periodic **INTEREST CHARGES** on the purchases portion of the new balance that remains unpaid. All advances for your account are subject to a Daily Periodic Rate that falls within the range of rates set forth in the Account Opening Disclosures attached to this Agreement and incorporated by reference. The precise Daily Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for all advances made on your account also are set forth in the Account Opening Disclosures. The Daily Periodic Rate and **ANNUAL PERCENTAGE RATE** for your account are subject to certain creditworthiness criteria and may change in the future. After your account has been open for at least one year, we may review your creditworthiness from time to time and adjust the Daily Periodic Rate and **ANNUAL PERCENTAGE RATE** for all account advances within the range stated in the Account Opening Disclosures. If we increase your rate, we will notify you in accordance with applicable law. Any **ANNUAL PERCENTAGE RATE** changes to your Account due to changes in your creditworthiness will only affect new balances beginning on the effective date of the change; existing balances will continue to be subject to the **ANNUAL PERCENTAGE RATE** in effect before the date of the change until those balances have been paid in full.

We figure the periodic **INTEREST CHARGE** on your account by applying the applicable Daily Periodic Rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero. We then subtract any payments or credits and unpaid **INTEREST CHARGE** and finance charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for such feature category. The periodic **INTEREST CHARGE** for each feature category is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product.

**OTHER CHARGES.** If you do not pay at least the minimum amount due within 10 days after payment due date indicated in your periodic statement, you will be charged a Late Payment Fee as set forth in the Account Opening Disclosures. You may be assessed a Returned Payment Fee as set forth in the Account Opening Disclosures for any payment you have made, including payments made by automated or electronic funds transfer, if the payment is returned unpaid for any reason, and we may charge this fee upon each occurrence, even if subsequent attempts to clear the item are successful. We may charge additional fees as set forth in the Account Opening Disclosures in connection with the use and maintenance of your account.

**ILLEGAL TRANSACTIONS.** You agree that you will not use the card in any manner or for any purpose that may be illegal, such as, for example, an illegal gambling transaction, and you acknowledge and agree that the Credit Union may decline authorization of any transaction that we believe may be illegal. 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 the Credit Union for your illegal use of the card and to indemnify and hold harmless the Credit Union Visa International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**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 of your account. If you elect to do so, you will be given the necessary disclosures and documents separately.

**LIABILITY FOR UNAUTHORIZED USE.** You may be liable for the unauthorized use of your card. If you notice the loss or theft of your card or a possible unauthorized use of your card, you should call us immediately at:

(727) 570-4881

You may also write to us at:

Customer Service  
P.O. Box 30495  
Tampa, FL 33630

Although you may write to notify us of unauthorized use, calling us immediately at the telephone numbers above is the best way to keep your possible losses down. Under Visa's zero liability policy, you will not be liable for unauthorized use of your Card once you notify us orally or in writing of the loss, theft or possible unauthorized use. Visa's zero liability policy does not apply if you are negligent or fraudulent in the handling of your account or your card, nor does it apply to transactions not processed by Visa. 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 will not exceed \$50.00.

**CREDITING OF PAYMENTS.** We do not charge for payments made by mail or by any other standard payment methods we have approved. All payments made on your account at the address designated for payment on the monthly periodic statement or by any other payment methods we have approved will generally be credited to your account on the date of receipt. If the date of receipt for a mailed payment is not a business day, your payment may not be credited until the first business day following receipt. If payment is made at any location other than the address designated on the periodic statement or by another payment method approved by us, credit for such payment may be delayed up to five days. A payment submitted in the form of a check may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association. If this occurs, the funds may be withdrawn as soon as the same day we receive the check. The original check will not be retained, but a copy will be available on request. Payments received in person by one of our branch employees before the close of business at that branch office will receive same day credit.

**DEFAULT.** You will be in default under this Agreement if: (1) you fail to make any required payment on time; (2) you exceed your authorized credit limit; (3) you fail to uphold this or any other agreement you have made with the Credit Union; (4) you become insolvent or file bankruptcy; (5) you die; (6) anyone tries, by legal process, to take money from, or restrict the use of, any account you have at the Credit Union; (7) you have given false or inaccurate information in obtaining credit or in any credit update; (8) if you use your card or account for any illegal transaction; or (9) anything happens to cause the credit union to doubt your ability or intent to repay what you owe.

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**ACCELERATION.** If you are in default, we may, without prior notice to you, call any amounts you still owe immediately due and payable plus **INTEREST CHARGES**, which will 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.

**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.

**CONTINUATION OF CREDIT:** We 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 us may result in suspension of your line of credit privileges under this Agreement, including your ability to obtain any future advances by any means.

**INTERNATIONAL TRANSACTIONS.** If you effect an international transaction with your Visa card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. We will charge a Foreign Transaction Fee as set forth in the Account Opening Disclosures on all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within which to repay international transactions in order to avoid the Foreign Transaction Fee.

**VISA EMERGENCY SERVICES.** If you request and we agree to provide 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.

**TERMINATION:** We may terminate this Agreement at any time, subject to such notice as is required by law. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party will not affect your obligation to pay your account in full, including INTEREST CHARGES and other related charges.

**CHANGE IN TERMS:** We may add to, change, or delete any of 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 to make a purchase or obtain a cash advance after having been given notice of a change in terms, your card use will constitute your agreement to the changes and you agree that, to the extent permitted by law, the existing balance in your account at the time of that use will be subject to the new terms, as will subsequent uses.

#### **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 **Southwest Heritage Credit Union, 2809 John Ben Sheppard Parkway, Odessa, TX 79762**. Please include your name, address, telephone numbers and account number. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

**PRIVACY.** We will not share your non-public personal information with third-parties except where allowed or required by law. To obtain a copy of the Credit Union's Privacy Notice, visit our website at [www.swhcu.com](http://www.swhcu.com) or call, write or visit the Credit Union and request a copy.

**TELEPHONE MONITORING AND CONTACTING YOU.** To ensure quality service, you agree that we and our agents and service providers may monitor and/or record any telephone communications with you. By providing your telephone numbers to us, including any mobile telephone number, you represent that you are the subscriber and/or customary user of such telephone numbers. To the extent permitted by applicable law, you agree that we and our agents and service providers may contact you for any purpose (including collection purposes) at any telephone number or email address you have provided to us, or from which you call or email us, or which we have obtained and believe you can be contacted at. We may contact you by voice, text, email, or any other available means. Voice

calls and text messages may be made using any available technology such as an autodialer and/or a prerecorded or artificial voice. Message and data rates may apply. If you change, cancel, or reassign any of your telephone numbers or email addresses, you agree to notify us promptly. You will hold us harmless for any misrepresentation or non-compliance with the terms of this section.

**SKIP-A-PAYMENT.** We may from time to time and at our option offer you the opportunity to skip a payment. If you decide to skip a payment, **INTEREST CHARGES** will 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 in the month immediately following the month in which you have skipped a payment.

**MILITARY COVERED BORROWERS.** If you are a member of the Armed Forces or a dependent of any such member covered by the federal Military Lending Act, 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 percent. 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 an oral disclosure of the foregoing and information concerning your payment obligation under this Agreement, please call (800) 234-4582. The Promise to Pay section of this Agreement also sets forth the terms of your payment obligation.

**REFUSAL TO AUTHORIZE TRANSACTIONS.** We may decline any transaction on your account for any of the following reasons: (i) operational reasons, (ii) if your account is in default (including exceeding your credit limit) or you are delinquent on any obligation owed to us, (iii) suspected fraudulent or unlawful activity, or (iv) any other reason we choose. We may decline to advise you why we have denied a transaction. If we identify suspicious activity on your account, we may suspend your account until we can verify the activity or we may close your account for your protection. In addition, we reserve the right to deny transactions or authorizations from merchants whom we believe may be engaging in Internet gambling or are connected to internet gambling. We are not responsible for the refusal of any merchant, financial institution, or ATM to honor your card or convenience checks issued on your Account.

**ADDITIONAL PROVISIONS.** You acknowledge and agree that each provision of this Agreement is a part of the total Agreement and cannot 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. No matter where you live, the laws of the State of Texas govern the validity, construction and enforcement of this Agreement to the extent not preempted by federal law. We extend credit to you from the State of Texas regardless of where you live or use your account. You authorize the Credit Union to verify any information you have given in your application and any credit updates and to obtain credit reports as needed. We will determine the amount of credit extended and may grant a card and credit limit other than that requested. You understand that each of you signing the application will have full access to the account and that each of you is individually and jointly liable for all amounts owing even if only one of you uses the account. 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. All cards issued are the property of the Credit Union and must be returned upon request. 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 payment(s) or partial payment(s) or check(s) or money order(s) marked "payment in full" without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. 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 transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives.

## **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:

Customer Service  
P.O. Box 30495  
Tampa, FL 33630

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether 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 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 of 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 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 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 of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

Customer Service  
P.O. Box 30495  
Tampa, FL 33630

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.