

# Pricing Information Addendum

## **Annual Percentage Rate (APR)**

### APR for Purchases and Balance Transfers

7.90% APR (.02164% DPR)  
9.25% APR (.02534% DPR)  
10.65% APR (.02918% DPR)  
14.90% APR (.04082% DPR)  
17.65% APR (.04836% DPR)  
17.90% APR (.04904% DPR)

### APR for Cash Advances

9.90% APR (.02712% DPR)  
11.25% APR (.03082% DPR)  
12.65% APR (.03465% DPR)  
16.90% APR (.04630% DPR)  
17.90% APR (.04904% DPR)  
17.90% APR (.04904% DPR)

The Standard Annual Percentage Rate (APR) may vary quarterly. The APR is a variable rate determined quarterly by adding a margin of 4.65% to 14.65% (depending on our review of your application and credit history) to the Prime Rate (Index) which is published in the "Money Rates" column of The Wall Street Journal on the last business day of each calendar quarter. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. Your account shall be reviewed annually to determine the appropriate margin and credit score range, and as otherwise required by law. Changes to your APR will be applied upon notification in accordance with applicable laws and regulations.

## **Penalty APR**

None

## **Fees for Issuance or Availability**

None.

## **Fixed Finance Charge/Minimum Interest Charge**

None.

## **Transaction Charges**

Foreign Transactions 1% of transaction

## **Grace Period**

Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

## **Balance Computation Method**

Average daily balance (including purchases) - The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding new cash advances and balance transfers, and unless you pay your entire Account Balance in full by the Payment 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 Periodic Rate portion of the **FINANCE CHARGE** is determined by multiplying the Average Daily Balance

by the number of days in the billing cycle and applying the respective periodic rate to the product. If your periodic rate is computed based on an Index, your periodic rate(s) may vary.

**Cash Advance Fee**

None.

**Late Payment Fee**

If payment is more than 10 days past due, you will be charged up to \$25.

**Over-the-Limit Fee**

None

**Balance Transfer Fee**

None.

**Returned Payment Fee**

Up to \$25

**Required Insurance, Debt Cancellation or Debt Suspension Coverage**

None. Credit insurance and debt cancellation/suspension coverage is voluntary and not required in order to obtain a loan.

**CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT  
FOR YOUR GECU MASTERCARD® ACCOUNT**

**Disclosure to GECU Platinum MasterCard and Family Account Platinum MasterCard Agreement and Disclosure Statements**

Disclosure of variable rates and fees are accurate and based on the Prime Rate of 3.25% in effect as of December 31, 2013 and may have changed. To receive the most recent information, contact GECU at 1-800-772-4328.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<p><b>3.9%</b> introductory APR is effective upon the opening of your account if you are approved for a GECU Family Account Platinum MasterCard or your credit score is 680 and above. APR is fixed for the first 6 statement billing cycles following the opening of the account for all purchases <b>and</b> balance transfers. After that the variable Standard Rate for purchases <b>and</b> balance transfers will apply. The Introductory Rate may end sooner if your payment is late. See explanation below.</p> <p>After that, your APR will be <b>7.90%, 9.25%, 10.65%, 14.90%, 17.65%</b> or <b>17.90%</b> as of 12-31-13, depending on your creditworthiness<sup>1</sup></p> <p>This APR will vary on the market based on the Prime Rate.<sup>2</sup></p>
<b>APR for Cash Advances</b>	<p><b>2% above your APR for Purchases, not to exceed 17.90%.</b></p> <p>The APR will vary on the market based on the Prime Rate.<sup>2</sup></p>
<b>Penalty APR and When it Applies</b>	None
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Federal Reserve Board</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

<b>Fees and Charges</b>	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p>None</p> <p>None</p> <p>1% of transaction</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Limit</li> <li>• Returned Payment</li> </ul>	<p>If payment is 10 days or more past due, you will be charged up to <b>\$25.</b></p> <p>None</p> <p>Up to <b>\$25</b></p>

**How We Will Calculate your Balance:** We will use a method called “average daily balance (including 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.

**Loss of Introductory APR:** If the account is closed for any reason (including closure based on default of another GECU account), any introductory APR (the “Introductory APR”) then in effect is forfeited and the APR that will be applied to the outstanding balance will be the Standard Rate.

<sup>1</sup> The Periodic Rate (DPR) for the APRs listed in the table above are as follows:

<u>Standard Rate DPR</u>	<u>Cash Advance Rate DPR</u>
7.90% APR (.02164% DPR)	9.90% APR (.02712% DPR)
9.25% APR (.02534% DPR)	11.25% APR (.03082% DPR)
10.65% APR (.02918% DPR)	12.65% APR (.03465% DPR)
14.90% APR (.04082% DPR)	16.90% APR (.04630% DPR)
17.65% APR (.04836% DPR)	17.90% APR (.04904% DPR)
17.90% APR (.04904% DPR)	17.90% APR (.04904% DPR)

<sup>2</sup> The Standard Rate Annual Percentage Rate (APR) may vary quarterly. The APR is a variable rate determined quarterly by adding a margin of 4.65% to 14.65% (depending on our review of your application and credit history) to the Prime Rate (Index) which is published in the “Money Rates” column of The Wall Street Journal on the last business day of each calendar quarter. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. Your account shall be reviewed annually to determine the appropriate margin and credit score range, and as otherwise required by law. Changes to your APR will be applied upon notification in accordance with applicable laws and regulations.

**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 (“**Agreement**”) cover your GECU Platinum MasterCard® and Family Account Platinum MasterCard (“**Account**”) with us. In this Agreement, the word “you” and “your” means any person who signs either the GECU Platinum MasterCard or Family Account Platinum MasterCard Application (“**Application**”) or any person who uses the Card(s). “We,” “our,” and “us” means GECU, primary address located at 1225 Airway Drive, El Paso, TX 79925. 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 an advance whether or not the purchase or advance is evidenced by a signed written document. For the Family Account MasterCard, “**Key Account Holder**” means the Account Applicant as set forth in the Application. “**Unauthorized use**” means the use of your Card by a person, 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 a FAMILY ACCOUNT MASTERCARD:** This Account is either the primary GECU Family Account Platinum MasterCard (the “**Key Account**”) or another Family Account Platinum MasterCard on which the Key Account Holder is an obligor (a “**Dependent Account**”). All of the Key Account Holder’s Family Account Platinum MasterCards are linked together by us, which

allows the Key Account Holder to easily monitor the activity on all accounts and set Dependent Account credit limits within limits established by us. Each statement period, we will send the Key Account Holder a comprehensive periodic statement covering the activity for this Account and all other linked accounts. If this Account is designated as a "Parent Pay" Account, then the Key Account Holder will receive the official periodic statement for this Account and may designate that we also send a separate courtesy Account statement to certain other cardholders. If this Account is designated as a "Dependent Pay" Account, then we will send the official periodic statement for this Account to the Joint Applicant (or, if there is more than one Joint Applicant, to the Joint Applicant designated by the Key Account Holder). In such event, the Key Account Holder's periodic statement will only include a courtesy periodic statement for this Account. Regardless of whether the Key Account Holder designates this Account as a Parent Pay or Dependent Pay Account, you agree that the party to whom we send the official periodic statement for this Account is the party responsible for remitting this Account's required payment to us by the "Payment Due Date" shown on the official periodic statement.

**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.

**CONVENIENCE CHECKS:** We may, at our 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 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 which would cause the outstanding balance in your Account to exceed your credit limit.

**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(s) 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 attorneys' 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 for your Account on or before the Payment Due Date shown on the monthly periodic statement either the entire New Balance or a Minimum Payment equal to any amount, which is at least 2% of the New Balance or \$25.00 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 \$25.00 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.

**PLEASE NOTE:**

***For Family Account Platinum MasterCard Key Card Account Holder:*** The official periodic statement we send to the Key Account Holder will reflect a separate and a combined minimum payment for the Key Account and all linked Parent Pay accounts. The Key Account Holder may remit separate payments for the Key Account and each linked Parent Pay account or may combine a payment for multiple accounts. If payment is combined, or if any payment by a Key Account Holder is remitted to us by way of the GoToMyCard.com website or by any other automated system, then the payment will be allocated as follows unless you tell us otherwise when you send the payment: Payment will first be applied to pay the required minimum payment for the Key Account and each linked Parent Pay account. Any excess amount will be divided equally between the Key Account and the Parent Pay accounts. If a combined payment is not adequate to pay the required minimum payment for the Key Account and each Parent Pay account, then the payment will first be applied to cure any delinquent Key Account or Parent Pay account and any excess amount will be applied to make the required minimum payment for the Key Account and as many Parent Pay accounts as possible.

**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. Cash Advances incur a **FINANCE CHARGE** from the date they are posted to your Account.

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. For purchases made with your Card, there is a 25-day grace period within which the New Balance may be paid without incurring a **FINANCE CHARGE**.

The Periodic Rate portion of 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 new cash advances and balance transfers, and unless you pay your entire Account Balance in full by the Payment 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 Periodic Rate portion of the **FINANCE CHARGE** is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the respective periodic rate to the product. If your periodic rate is computed based on an Index, your periodic rate(s) may vary.

If your Account features an Introductory Rate, you will pay an Introductory Rate **FINANCE CHARGE** for purchases made at the periodic rate and corresponding **ANNUAL PERCENTAGE RATE (APR)** and for the time period set forth. Thereafter, the **ANNUAL PERCENTAGE RATE** may vary quarterly. The APR (other than the Introductory APR) is a variable rate determined quarterly by adding a margin of 4.65% to 14.56% (depending on our review of your application and creditworthiness) to the Prime Rate (Index). This Index as published in the "Money Rates" column of The Wall Street Journal on the last business day of each calendar quarter. If the last business day of a calendar quarter falls on a weekend or a holiday, then the Index published on the preceding business day for that month will be used. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. Your account shall be reviewed annually to determine the appropriate margin and credit score range, and as otherwise required by law. Changes to your **ANNUAL PERCENTAGE RATE** will be applied upon notification in accordance with applicable laws and regulations.

The **ANNUAL PERCENTAGE RATE** for purchases, cash advances or balance transfers, in any given billing cycle, except for any Introductory Rate period, will be the Index plus the margin as set forth in the Additional Disclosure. The **ANNUAL PERCENTAGE RATES** for purchases and balance transfers are referred to as the Standard Rate. The daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** for purchases, cash advances and balance transfers are set forth in the Additional Disclosure.

For all, purchases, cash advances and balance transfers, the Standard Rate **ANNUAL PERCENTAGE RATE** will never be greater than 17.90% with a corresponding Standard Rate Daily Periodic Rate of .04904%.

Please note that the terms of your account, including any of the **ANNUAL PERCENTAGE RATES**, are subject to change. Future changes to the **ANNUAL PERCENTAGE RATES** will be in accordance with the Agreement and Disclosure Statement for your account.

**PENALTY APR:** No Penalty APR.

**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 our designee orally or in writing at the Credit Card Center, 4455 LBJ Freeway, P.O. Box 815909, Farmers Branch, TX 75381, 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 \$50.00 and you will not be liable for any unauthorized use that occurs after you notify our designee of the address or telephone number above.

**SKIP PAYMENT OPTION:** We may designate a billing period in which you will have an option to skip a payment or pay less than the Minimum Payment Due. If you exercise this option, **FINANCE CHARGES** will accrue based on your "Average Daily Balance" as described in the GECU Platinum MasterCard and Family Account MasterCard Agreement and Disclosure Statements.

**CREDITING OF PAYMENTS:** All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited 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 to other fees dues, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount of interest 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 PAYMENT FEE:** If a payment is 10 days or more past due, you will be charged a Late Payment Fee up to \$25. If your minimum payment is less than \$25, the Late Payment Fee will be equal to your minimum payment.\*

**ANNUAL FEE:** No Annual Fee.

**OVER-THE-LIMIT FEE:** No Over-the-Limit Fee.

**RETURNED PAYMENT FEE:** We will charge you a Returned Payment Fee up to \$25 if any payment you send us is returned unpaid for any reason. We will charge you this fee each time any payment is returned unpaid, even if it is paid upon resubmission. If your minimum payment is less than \$25, the Returned Payment Fee will be equal to your minimum payment.\*

**\*MULTIPLE FEES:** In the event that the Late Payment Fee and the Returned Payment Fee apply concurrently, we will not charge you more than one fee for a single event.

**OTHER FEES:**

Convenience Check Fee.....	\$4.00
Duplicate Statement Fee.....	\$5.00
Balance Transfer Stop Payment Fee.....	\$25.00
Telephone Operator Assistance Fee (for expedited service).....	\$5.00

**SECURITY: YOU SPECIFICALLY GRANT US A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSION 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. IF YOU HAVE OTHER LOANS WITH US, COLLATERAL SECURING SUCH LOANS MAY ALSO SECURE YOUR OBLIGATIONS UNDER THIS AGREEMENT**

Shares and deposits in an Individual Retirement Account (IRA) 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. If you default on your Account you authorize us to transfer the balance of your Account to another linked account of yours. 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.

**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 our primary address shown in the Terms of this Agreement section of this Agreement. Please include your name, address, home telephone number and Account number.

**CREDIT INVESTIGATION:** In conjunction with your application 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.

**ILLEGAL TRANSACTIONS:** You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify 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.

**FOREIGN CURRENCY CONVERSION:** If you effect a transaction with your MasterCard in a currency other than U.S. dollars, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is

disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. We will charge a 1% Foreign Transaction Fee for all international purchases, cash disbursements and Account credit transactions.

**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 country and state of the aforementioned credit union 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 aforementioned credit union 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 check or money orders marked "payment in full" without losing any of our rights under the 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.

If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. You agree that you will not cause or allow the Card to be used in any manner or for any transaction that we believe poses an undue risk or illegality and we may refuse to authorize any such use or transaction. 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 GECU FOR YOUR ILLEGAL USE OF THE CARD AND TO INDEMNIFY AND HOLD GECU AND MASTERCARD INTERNATIONAL, INCORPORATED HARMLESS FROM AND AGAINST ANY LAWSUIT, OTHER LEGAL ACTION OR LIABILITY THAT RESULTS DIRECTLY OR INDIRECTLY FROM SUCH ILLEGAL USE.**

## **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.

GECU, 1225 Airway, El Paso, TX 79925 issues your credit card under this Agreement.

## **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, provide us with 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 GECU checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (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.

**GECU MEMBER SERVICE:** Call 1.800.442.4757, 24 hours a day, seven days a week. (Please have account information available).

NOTE: You must qualify for a minimum credit line of \$2000 to receive MasterCard Platinum Benefits. For a complete description of benefits please refer to the summary of benefits provided with your new card.

*California residents:* Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

*Ohio residents:* Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with this law.

*New York and Vermont residents:* At any time, we may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

*Married Wisconsin residents:* No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.