

23. Pledge of Share Account(s) – NOTE: You specifically grant us a consensual security interest in all individual and joint account 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 give as security are not subject to the security interest you are giving.

24. Additional Security. If you have other loans with us, now or in the future, collateral securing those loans may also secure you 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.

25. 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 Advancial Federal Credit Union, 1845 Woodall Rodgers Freeway, Suite 1300, Dallas, TX 75201. Please include your name, address, telephone numbers and Account number.

26. Illegal Transactions. You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or your Account 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 or Account and to indemnify, defend, and hold us and MASTERCARD International, Inc. harmless from and against any lawsuits, other legal action, claims or liability that results directly or indirectly from such illegal use.

27. International Transactions. If you effect an international transaction with your MasterCard, 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 exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your account. We will charge a Foreign Transaction Fee of up to 1% in U.S. dollars on all international purchase, cash disbursement, and account credit transactions, even if no currency conversion is performed. The Foreign Transaction Fee is a non-periodic finance charge and does not accrue interest. There is no grace period for repayment of international transactions in order to avoid the Foreign Transaction Fee.

28. Additional Provisions. Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that if any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You should understand that the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas to the extent not preempted by federal law.

We do not warrant any merchandise or services purchased by you with the Card or your Convenience Checks. 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 or your Convenience Checks.

**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.

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:

Advancial
1845 Woodall Rodgers Fwy., Ste. 1300
Dallas, TX 75201

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:

Advancial
1845 Woodall Rodgers Fwy., Ste. 1300
Dallas, TX 75201

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.

**FAIR CREDIT AND CHARGE
CARD DISCLOSURES**

| Annual Percentage Rate* | | |
|--|-------|----------|
| Classic | Gold | Platinum |
| 13.9% | 11.9% | 9.9% |
| Balance Transfer APR | | |
| 13.9% | 11.9% | 9.9% |
| Cash Advance APR | | |
| 13.9% | 11.9% | 9.9% |
| How to avoid paying interest on purchases | | |
| 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. We will begin charging interest on cash advances and balance transfers on the transaction date. | | |
| 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 http://www.federalreserve.gov/creditcard . | | |
| Annual Fee | | |
| None | | |
| Transaction Fee for Cash Advance | | |
| \$2 or 3% of amount advanced, whichever is greater | | |
| Transaction Fee for Foreign Transaction | | |
| Up to 1% of each transaction in U.S. Dollars | | |
| Late Payment Fee | | |
| \$10 | | |
| Return Payment Fee | | |
| \$15 | | |

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your credit card agreement for more details.

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

Miscellaneous Fees

Please refer to the Account Services and Fees Schedule for additional fees that apply in connection with your Card Account.

The information about the costs of the cards described in this Agreement is accurate as of October 1, 2005. This information may have changed after that date. To find out what may have changed, write to us at Advancial Federal Credit Union, 1845 Woodall Rodgers Freeway, Suite 1300, Dallas, TX 75201

Access Services Department
1845 Woodall Rodgers Freeway,
Suite 1400 LB 14, Dallas, TX 75201
1-800-322-2709 • 214-880-0141



Form 201MC Rev. 01/10



MasterCard®
Cardmember
Agreement &
Disclosures

CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR PLATINUM MASTERCARD®, GOLD MASTERCARD OR CLASSIC/DINERO MASTERCARD ACCOUNT

This Agreement and Disclosure Statement covers your MasterCard® Platinum, MasterCard Gold or MasterCard Classic Account (“Account”) with us. In this Agreement, the words “you” and “your” mean any user of your Account. “We,” “our,” and “us” mean Advancial Federal Credit Union. In this Agreement, any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction so require. In this Agreement, the word “Card” means any credit card issued to you or to those designated by you under the terms of this Agreement. If you sign an application for a MasterCard Platinum, MasterCard Gold or MasterCard Classic Account under this Agreement or sign or use any MasterCard Platinum, MasterCard Gold or MasterCard Classic Card or Account issued, or allow others to use your Card or Account, you agree to all of the following terms and conditions:

1. General. You authorize us to pay for your Account items representing the following transactions: (a) purchases of goods and services made using the Card, (b) cash advances in any of the following forms: (i) cash advances obtained from financial institutions, automated teller machines, or others through use of the Card, or (ii) check advances obtained through using special checks (Convenience Checks) to access your Account. Such checks will be treated as cash advances under this Agreement and may not be used to pay your bill with us, and (c) balance transfers requested by you orally and in writing, subject to our security procedures. You agree that we may verify the authenticity of balance transfer requests using our security procedures in place at the time of any such request.

2. Credit Limit. You will be advised of the credit limit applicable to your Account. You promise not to allow your outstanding balance to exceed your credit limit as disclosed at issuance or as adjusted from time to time at our discretion. If you exceed your credit limit, we can still charge you for all purchases and advances without giving up any of our rights. If you write a Convenience Check which causes you to exceed your credit limit, we are under no obligation to pay such check, and it may be returned to payee unpaid at our option.

3. 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. Please refer to the Account Services and Fees Schedule for additional charges that apply in connection with the use of Convenience Checks.

4. Joint Applicant Liability. If the Account is issued to you and others as a joint Account, each use of your Account shall be an extension of credit to all, and each of you shall be jointly and severally liable 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. 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.

5. Others Using Your Account. If you allow anyone else to use your Account, you will be liable for all credit extended to such persons. You will be liable for all actual, implied or apparent authorized use of your Account. You promise to pay for all purchases and advances made by anyone you authorize to use your Account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Account and you want to end that person's privilege, you must let us know in writing and if he or she has a Card, you must return that Card with your written notice for it to be effective. Each user of your Account may sign the Convenience Checks without the signature of any other party to this Agreement.

6. Removal of Joint Cardholder. If a joint cardholder is removed from the Account, the Account will be closed and the remaining cardholder(s) must reapply for a new card account in order to retain credit card privileges.

7. Promise to Pay. You promise to repay us all payments made for your Account resulting from use of the Card, using your Convenience

Checks or otherwise, plus an **INTEREST CHARGE** on the unpaid balance. At the end of each monthly billing cycle, you will be furnished a periodic statement showing, among other things, the amount of all purchases, advances, and **INTEREST CHARGES** posted to your Account during the billing cycle, together with all payments and credits posted to your Account. The periodic statement will also show the balance owed as of the end of the billing cycle. The balance owed will be designated as the “New Balance” on the periodic statement.

You agree to pay on or before the “Payment Due Date” shown on the front of the periodic statement, at your option, either (a) the entire “New Balance,” or (b) the “Current Payment Due” which includes a minimum payment equal to an amount which is at least 3% of the “New Balance” or \$18.00, whichever is greater, plus any amount in excess of the credit limit established by us, plus any past due minimum payments. If any “New Balance” is \$18.00 or less, it shall be paid in full. You may make extra payments in advance of the due date without penalty, and you may repay any monies 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.

8. Cost of Credit.

a. Balance subject to and rate of INTEREST CHARGE

(1) MasterCard Platinum – You will pay an **INTEREST CHARGE** for all advances made against your Account at the periodic rate of .035342% per day, which has a corresponding **ANNUAL PERCENTAGE RATE** of 12.9%. Cash advances, including balance transfers, incur an **INTEREST CHARGE** from the date they are posted to the Account. New purchases will not incur an **INTEREST CHARGE** on the date they are posted to the Account if you have paid the Account in full by the due date shown on your previous monthly statement or if there was no previous balance. No additional **INTEREST CHARGE** will be incurred whenever you pay the Account in full by the due date. The periodic **INTEREST CHARGE** is figured by applying the periodic rate to the “balance subject to **INTEREST CHARGE**” which is the “average daily balance” of your Account, including certain current transactions. The “average daily balance” is arrived at by taking the beginning balance of your Account each day and adding any new cash advances, adding in new purchases, and subtracting any payments or credits and unpaid **INTEREST CHARGES**. The result is the “average daily balance.” The periodic **INTEREST 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. You may pay any amounts outstanding at any time without penalty for early payment.

(2) MasterCard Gold – You will pay an **INTEREST CHARGE** for all advances made against your Account at the periodic rate of .040822% per day, which has a corresponding **INTEREST CHARGE** of 14.9%. Cash advances, including balance transfers, incur an **INTEREST CHARGE** from the date they are posted to the Account. New purchases will not incur an **INTEREST CHARGE** on the date they are posted to the Account if you have paid the Account in full by the due date shown on your previous monthly statement or if there was no previous balance. No additional **INTEREST CHARGE** will be incurred whenever you pay the Account in full by the due date. The periodic **INTEREST CHARGE** is figured by applying the periodic rate to the “balance subject to **INTEREST CHARGE**” which is the “average daily balance” of your Account, including certain current transactions. The “average daily balance” is arrived at 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 **INTEREST CHARGES**. The daily balance 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 **INTEREST 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. You may pay any amounts outstanding at any time without penalty for early payment.

(3) MasterCard Classic – You will pay an **INTEREST CHARGE** for all advances made against your Account at the periodic rate of .046301% per day, which has a corresponding **ANNUAL PERCENTAGE RATE** of 16.9%. Cash advances, including balance transfers, incur an **INTEREST CHARGE** from the date they are posted

to the Account. New purchases will not incur an **INTEREST CHARGE** on the date they are posted to the Account if you have paid the Account in full by the due date shown on your previous monthly statement or if there was no previous balance. No additional **INTEREST CHARGE** will be incurred whenever you pay the Account in full by the due date. The periodic **INTEREST CHARGE** is figured by applying the periodic rate to the “balance subject to **INTEREST CHARGE**” which is the “average daily balance” of your Account, including certain current transactions. The “average daily balance” is arrived at 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 **INTEREST CHARGE**. 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 **INTEREST 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. You may pay any amounts outstanding at any time without penalty for early payment.

b. Cash Advance Fee Portion – The cash advance fee finance charge will be 3% of the amount of each cash advance or \$2.00, whichever is greater. The cash advance fee is a non-periodic finance charge and does not accrue interest. There is no grace period in which to repay a cash advance in order to avoid paying the cash advance fee.

c. Grace Period and When INTEREST CHARGE Begins to Accrue – Credit purchases made during a billing cycle will not accrue a periodic rate portion of **INTEREST CHARGES** during that billing cycle if you pay in full the “New Balance” shown on your periodic statement by the “Payment Due Date” shown on such statement which is at least 25 days after the closing date of the billing cycle. Otherwise, the **INTEREST CHARGE** on credit purchases will begin to accrue on the date each credit purchase is posted to your Account. The cash advance fee finance charge will be assessed on the last day of the billing cycle for each cash advance posted to your Account during that billing cycle. To avoid an additional periodic rate portion of **INTEREST CHARGES** being applied in the next billing cycle to current cycle credit purchases, you must pay in full the “New Balance” by the “Payment Due Date” shown on your periodic statement.

9. 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 Agreement or any other agreement with us; (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 on deposit with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if anything happens which we reasonably believe endangers your ability to repay what you owe.

10. Acceleration. If you are in default, we may call any amounts you still owe immediately due and payable plus **INTEREST CHARGES** which shall continue to accrue until the entire amount is paid. The Card remains our property at all times, and you agree to immediately surrender the Card and any unused Convenience Checks on our demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees and any cost incurred in the recovery of the Card. You expressly waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owing under this Agreement.

11. Termination or Changes. We can, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from the use of the Card or using your Convenience Checks as well as **INTEREST CHARGES** and other related charges.

We have the right to add to, change, or delete any of the terms of this Agreement, including the periodic rate, at any time by written notice.

12. Annual Fee. MASTERCARD Gold and MASTERCARD Classic Accounts: An annual fee as set forth in the Account Services and Fees Schedule, which is attached and incorporated into this Agreement, will be charged to your Account each year in the anniversary of the month your Card was issued to you. The annual fee will be charged to your Account for as long as you maintain an Account balance, whether you have active charging privileges or not.

13. Late Charges. We may assess a late charge as set forth in the Account Services and Fees Schedule if your “Current Payment Due” is not

received within 10 days of your payment due date.

14. Returned Payment Service Charges. If you send us a check or other form of payment for your Account and the check or payment is not honored, you may be charged a returned payment service charge as set forth in the Account Services and Fees Schedule. If a Convenience Check is returned, you will be charged a fee for each returned check as set forth in the Account Services and Fees Schedule.

15. 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 or our designee immediately at:

(800) 322-2709 - Advancial FCU (during our regular business hours)
(800) 237-6711 – Our Designee (after or before Advancial FCU's regular business hours)

You may also write to our designee 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 MasterCard's zero liability policy, you will not be liable for any unauthorized use of your MasterCard once you notify us orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with your card; (2) you have not reported two or more incidents of unauthorized use of your card within the previous 12 months; and (3) you have maintained your account in good standing. The foregoing zero liability policy does not apply to cash advances obtained at an ATM

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.

16. Change of Address. If you move, you must give us your new address so we may change our records. You agree to write your new address on that portion of the monthly statement returned with your payment, or, if you pay electronically, by way of our payment Web site.

17. Crediting of Payments. We accept payments at (i) our branch offices, (ii) at the address given on the front of your monthly statement, and (iii) electronically through our home banking website. Payments received by these methods will be credited on the date of receipt. Payments not received by these methods may be subject to a delay in crediting of up to (5) days. Payments or credits will be applied first to any **INTEREST CHARGE** then due and the remainder to the unpaid balance.

18. Non-Waiver. 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 delay enforcing any of our rights under this Agreement without losing them.

19. Stop-Payment Orders. Our rules for stopping payment on our ordinary checks apply to stopping payment on your Convenience Checks. If you ask us to stop payment or renew a stop payment order, you will be charged for each order or renewal of an order the amount then being charged by us for all of our checking accounts.

20. Post-Dated Checks. You agree not to write post-dated Convenience Checks, and you further agree to hold us harmless from any and all losses and liability incurred due to the inadvertent payment by us of a post-dated Convenience Check written by you.

21. Conforming Charges to Applicable Law. Notwithstanding any other provisions contained in this Agreement, we do not intend to charge and you shall not be required to pay any amount of **INTEREST CHARGE** or other fee or charge that is in excess of the maximum permitted by applicable law. Any payments in excess of the maximum shall be refunded to you or credited against your principal balance at our option.

22. Security for this Account. To secure your credit Card Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the Account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your MasterCard or MasterCard Account you grant us a specific pledge of your Credit Union shares (deposits).