

Agreement



Credit Card Agreement



Shell Federal Credit Union, P. O. BOX 578, Deer Park, Texas 77536
713.844.1100 800.388.5542 FAX: 713.844.0694 www.shellfcu.org

In this Agreement, the words "we," "our," "us," and "Credit Union" mean **Shell Federal Credit Union** or its successors. "You" and "your" mean any person who signs this Agreement or uses the Card. "The Card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use of the Card" means the use of the Card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

Security. 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 are not subject to the security interest you are giving.

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

- 1) Extensions of Credit.** If your Application is approved, the Credit Union may, at its discretion, establish a line of credit in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize the Credit Union to pay for your account, all items reflecting credit purchases and cash advances obtained through use of the Card. You may not use your Card for any illegal purpose or transaction. The Credit Union may refuse to authorize any transaction that it believes to be illegal or that poses an undue risk or illegality. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against the Credit Union for illegal use of the Card and to indemnify and hold the Credit Union and MasterCard International, Inc. harmless from and against any lawsuits, other legal action or liability that results directly or indirectly from such illegal use.
- 2) 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.
- 3) Others Using Your Account.** If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return the Card with your written notice for it to be effective.
- 4) Credit Limits.** You promise the payments made for your account resulting from use of the Card will, at no time, cause the outstanding balance in your account to exceed your credit limit as disclosed to you at the time you received your Card or as adjusted from time to time at the discretion of the Credit Union.
- 5) Promise To Pay.** You promise to pay 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) **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, 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, **INTEREST CHARGES**, and other fees and charges posted to your account during the billing cycle, (iii) the amount of all payments and credits posted to your account during the billing cycle, and (iv) the "new balance" which is the sum of (i) and (ii) less (iii).

You agree to pay on or before the "payment due date" shown on the periodic statement either the entire "New Balance," or the minimum payment shown on the statement. Generally, the "minimum payment" will equal 3% of the New Balance or \$15, whichever is greater. If the New Balance is \$10 or less, you will pay in full. You also agree to pay by the payment due date 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 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. The Credit Union may also, from time to time and at its option, offer you the opportunity to skip a payment. If you decide to skip a payment, an **INTEREST CHARGE** will continue to accrue on the balance in the account at the applicable periodic rate in accordance with this Agreement, and the payment terms applicable to the account prior to the skipped payment will automatically resume in the month immediately following the month in which you have skipped a payment.

- 6) Cost of Credit.** You will pay an **INTEREST CHARGE** for all advances made against your account. **INTEREST CHARGES** for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur an **INTEREST 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. The Payment Due Date will be not less than 25 days from the billing cycle closing date shown on your statement. No additional **INTEREST CHARGE** will be imposed on purchases whenever you pay the account in full on or before the Payment Due Date reflected on your statement.

Your periodic rates and corresponding **ANNUAL PERCENTAGE RATES** are set forth in the Account Opening Disclosures enclosed with and incorporated by reference into this Agreement. If your account features an Introductory Rate, you will pay an Introductory Rate **INTEREST CHARGE** for all advances made at the periodic rate and corresponding **ANNUAL PERCENTAGE RATE** and for the time period set forth in the Account Opening Disclosures ("Introductory Rate"). Thereafter, or if there is no Introductory Rate, the periodic rate used to compute the **INTEREST CHARGE** for all advances will be either a non-variable rate or a variable rate based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the last business day of each month and is subject to change monthly. Any change in the Index will be effective on the first day of the month following the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments.

The **ANNUAL PERCENTAGE RATE** for purchases in any given billing cycle, except for any Introductory Rate or Non-variable Rate period, will be the Index plus the Purchases Base Rate as set forth in the Account Opening Disclosures. The **ANNUAL PERCENTAGE RATE** for cash advances and balance transfers in any given billing cycle, except for any Introductory Rate or Non-variable Rate Period, will be the Index plus the Cash Advances Base Rate as set forth in the Account Opening Disclosures. These **ANNUAL PERCENTAGE RATES** are collectively referred to in this Agreement as the Standard Rate. The initial Standard Rate daily periodic rates and corresponding **ANNUAL PERCENTAGE RATES** for purchases, cash advances, and balance transfers for your account are set forth in the Account Opening Disclosures. The Standard Rate will never be greater than a Daily Periodic Rate of .049288% with a corresponding **ANNUAL PERCENTAGE RATE** of 17.99%.

In addition to the variable-rate and non-variable rate features of your account, the **ANNUAL PERCENTAGE RATE** after any introductory period is also based on certain creditworthiness criteria. After your account has been open for at least one year, we may review your credit standing every six months and adjust your periodic rate and corresponding **ANNUAL PERCENTAGE RATE** by providing you with advance notice in accordance with applicable law. If we adjust your **ANNUAL PERCENTAGE RATE** based on your credit standing, your Purchases Base Rate and Cash Advances Base Rate will also change or your rate may be changed from a variable rate to a non-variable rate or from a non-variable rate to a variable rate. We will advise you of these changes in a written change-in-terms notice. Any changes to your rates will only affect balances incurred after the effective date of the change and the new rates may remain in effect indefinitely. Current balances will continue to be subject to the rates in effect before the date of the change. Please refer to your Account Opening Disclosures for the current **ANNUAL PERCENTAGE RATES** applicable to your Account.

A portion of the **INTEREST CHARGE** is figured 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, and cash advances. The Average Daily Balance is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except if you have paid your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, new purchases are not added to the purchases balance. Balance transfers may be shown on your statement in the Promotions feature category. When determining balances, we may combine feature category balances that have the same periodic rate and other **INTEREST CHARGE** terms. We then subtract any payments or credits and unpaid **INTEREST CHARGES** allocated to the feature category balance for the day. This gives us the daily balance for the feature category. The daily balances for each 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 each feature category. The periodic **INTEREST CHARGE** is determined by multiplying each feature category Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product. The total **INTEREST CHARGE** for each statement period is the sum of the periodic **INTEREST CHARGES** for each feature category plus any non-periodic **INTEREST CHARGES**.

- 7) **Other Charges.** The following other charges (fees) will be added to your account, as applicable:
- **ATM Fee.** If you obtain a cash advance by using an automated teller machine, you may be charged any amounts imposed upon the Credit Union by the owner or operator of the machine. Any charge made under this paragraph will be added to the balance of your account and treated as a purchase.
 - **Collection Cost Fee.** You agree to pay all reasonable costs of collection, including court costs and attorney's fees imposed and any costs incurred in the recovery of the Card.
 - **Return Payment Fee.** If a check, share draft or other order used to make a payment on your account is returned unpaid, you may be charged a fee of \$25 for each item returned.
 - **Late Payment Fee.** If your minimum required payment is not received by the Payment Due Date listed on your periodic statement, a charge of 20% of the minimum payment due (maximum \$35) may be added to your account.
 - **Card Replacement Fee.** You may be charged \$5 for each replacement Card that is issued to you for any reason.
 - **Document Copy Fee.** You may be charged \$4 for each copy of a sales draft or statement that you request (except when the request is made in conjunction with a billing error made by the Credit Union).
 - **Annual Fee.** If your account is subject to a non-variable rate at any time, an Annual Fee of \$45 will be charged to your account at account opening and annually thereafter on or around the anniversary date of the opening of your account. The Annual Fee is nonrefundable and will be charged each year your account is open or has a balance due while subject to a non-variable rate, even if charging privileges have been terminated. The Annual Fee will not apply when your account is subject to a variable rate.

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

9) **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:

(800) 442-4757

You may also write us at:

Credit Card Center, P.O. Box 815909, Dallas, TX 75381-5909

Although you may write to notify us of unauthorized use, calling us immediately at the telephone number 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. MasterCard's 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.

10) Crediting of Payments. We do not charge for payments made by mail or other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your account at the address designated for payment on the monthly periodic statement or by any other payment method approved by us will be credited to your account on the date of receipt. If the date of receipt for a mailed payment to the address designated on the periodic statement is not a business day, your payment will be credited on the first business day following receipt. If payment is made at any location other than the address designated on the periodic statement or by any other payment method not approved by us, credit for such payment may be delayed up to five days. If you make a payment in an amount of \$2,500 or more, we may delay the corresponding replenishment of your credit line for up to three business days following our receipt of the payment. All required minimum payments on your account will be applied first to collection costs, then to any **INTEREST CHARGE** and other fees due, and then to the unpaid principal balance of the purchase, cash advance, and balance transfer transaction categories at our discretion. Amounts paid in excess of the required minimum payment will be applied first to the balances with the highest interest rates. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

11) Default. You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other Agreement with the Credit Union; (3) if you are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining your Card; or (6) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe.

12) Acceleration. If you are in default, the Credit Union may, without prior notice to you, call any amounts you still owe immediately due and payable plus **INTEREST CHARGES**, which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration. The Card remains the property of the Credit Union at all times, and you agree to immediately surrender the Card upon demand of the Credit Union.

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

14) Convenience Checks. The Credit Union may, at its discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such check, you authorize the Credit Union to pay the item for the amount indicated and post such amount as a cash advance to your account. The Credit Union does not have to pay any item, which would cause the outstanding balance in your account to exceed your credit limit. Charges that apply in connection with the use of Convenience Checks are as follows: Copy of Paid Check \$3; Stop Payment on Check \$25; Non-Sufficient Funds Check (NSF) \$25. Fees will be assessed at the time they are incurred.

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

16) 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% of the transaction amount in U.S. dollars on all international purchase, cash disbursement, and account credit transactions. There is no grace period in which to repay an international transaction amount in order to avoid the Foreign Transaction Fee.

17) Termination or Changes. The Credit Union may terminate this Agreement at any time subject to such notice as may be required by applicable law. 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 use of the Card as well as **INTEREST CHARGES** and other related charges. The Credit Union may add to, change, or delete the terms of this Agreement, including the method of calculating the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or account to make a purchase or cash advance after having been given notice of a change in terms, you agree that the existing balance in your account at the time of that use will be subject to the new terms, as shall subsequent uses, to the extent permitted by law.

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

19) 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 **Shell Federal Credit Union, P.O. Box 578, Deer Park, Texas 77536**. Please include your name, address, home telephone number and account number, and identify the information you believe is incorrect. 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.

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

21) Copy Received. By using the Card or the account, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and if you signed the Credit Card Application, you acknowledge that you have received a copy of this Agreement.

22) 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 should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas and federal law. Use of your Card is also subject to the policies and rules of MasterCard International, as applicable and in effect from time to time, which do not conflict with the terms of this Agreement. The Credit Union does not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for refusal of any

merchant or financial institution to honor your Card. We can accept late payments or partial payments or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them.

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:

Shell Federal Credit Union P.O. Box 578, Deer Park, TX 77536

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:

Shell Federal Credit Union P.O. Box 578, Deer Park, TX 77536

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.