DEFINITIONS: "You", "Your", and "Cardholder" mean any person who signs the Application or uses the card. "Card" means the Randolph-Brooks Federal Credit Union Platinum CashBack Rewards MASTERCARD which we issue under this Agreement and includes any device or check used to obtain credit or cash from the account. The terms "our", "we", "us", or "Credit Union" refers to Randolph-Brooks Federal Credit Union or any of its assignees. "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 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.

1. **AGREEMENT**: This Agreement governs the use of your credit card account with us and you agree to be bound by the terms of the Agreement. If your account is a joint account, all of you will be jointly and individually responsible for all amounts due under this Agreement. If your application is approved, the Credit Union may, at its discretion, establish a Credit Card 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 the Credit Union to pay for your account, all items reflecting credit purchases and cash advances obtained through the use of the Card. You agree to immediately sign the back of the Card upon receipt in order to ensure proper use. You may purchase goods and services by using your Card at any retail business establishment authorized to honor the Card. You may obtain cash advances through the use of your Card at a financial institution authorized to make such cash advances. All retail purchases and cash advances are made at the option of the merchant or cash advancing institution. The Credit Union is not responsible for refusal by any merchant or cash advancing institution to honor your Card. Any refund, adjustment, or credit allowed by a merchant will be by a credit notice to the issuer of your Card and will be shown as a credit on your periodic statement.

2. **CREDIT LIMITS**: You promise the purchases made or cash advances received on your Card will not exceed the credit limit disclosed to you at the time you receive your Card or the credit limit adjusted by the Credit Union.

3. **PROMISE TO PAY**: You promise to repay the Credit Union for all payments made for your account together with an INTEREST CHARGE on the unpaid balance. At the end of each 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, and INTEREST 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 a minimum payment equal to 2% of the new balance or $25, whichever is greater. You also agree to pay on or before the "payment due date" as shown on the periodic statement any amount in excess of the credit limit established by us and any past due minimum payments.

4. **COST OF CREDIT**: You agree to pay an INTEREST CHARGE on your account. This section discloses the circumstances under which an INTEREST CHARGE will be imposed and explains how the INTEREST CHARGE is determined:

a. When INTEREST CHARGES begin to Accrue. The INTEREST CHARGE begins to accrue for retail purchases on the date each transaction posts to your account. An INTEREST CHARGE begins to accrue for cash advances, including convenience checks, on the date of the cash advance, or the first date of the billing cycle, in which the cash advance is posted, whichever is later. If you pay the entire previous balance in full within 25 days after the previous statement date, no INTEREST CHARGE will be imposed except for cash advances, including convenience checks.

b. Balance Subject to INTEREST CHARGE. We figure the INTEREST CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases, cash advances, and fees and subtract any payments or credits and exclude any unpaid Interest Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

c. Rate of INTEREST Charge. You will pay an INTEREST CHARGE for all charges and advances made against your Platinum CashBack Rewards MasterCard account. You may pay any amount outstanding at any time without penalty for early payments. Your actual ANNUAL PERCENTAGE RATE (APR) will be determined based on your creditworthiness and other factors and will be provided to you in writing if your application is approved. The APR is based on the U.S. Prime Rate ("Prime Rate"), and the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. The APR is subject to change quarterly. We use the Prime Rate published in The Wall Street Journal 7 days prior to the end of the quarter. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the next billing period after the start of the January, April, July or October billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate. If your APR is 9.9% (Prime + 6.65%), you will accrue an INTEREST CHARGE at a rate of .8250% per month. If your APR is 11.9% (Prime + 8.65%), you will accrue an INTEREST CHARGE at a rate of .9917% per month. If your APR is 13.9% (Prime + 10.65%), you will accrue an INTEREST CHARGE at a rate of 1.1583% per month. If your APR is 17.9% (Prime + 14.65%), you will accrue an INTEREST CHARGE at a rate of 1.4917% per month.

5. **OTHER CHARGES: Late Fee:** If you do not pay your minimum payment within fifteen (15) days following your payment due date, you may be charged a late fee of up to $20. **Returned Payment Fee:** We will add a fee to your balance of up to $24 when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. **Cash Advance and Balance Transfer Fees**: We will assess a fee of 2% of the amount of the cash advance or balance transfer, with a maximum fee amount of $200. We add this fee for each cash advance or balance transfer. You take a cash advance if you use a cash convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. You also take a cash advance if you make a wire transfer; buy a money order or traveler's check. If you take a cash advance by using an automated teller machine, it is possible you will also be charged a fee by the owner or operator of the machine. **Foreign Transaction Fee**: Up to 1.1% of each purchase made in a foreign currency, outside the U.S., or with a merchant who processes the purchase outside the U.S.

6. **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 our designee immediately at:

(866) 839-3485

You may also write to our designee at:

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

Although you may write to notify our designee of unauthorized use, calling our designee 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 unauthorized use of your MasterCard once you notify our designee orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (i) you have exercised reasonable care with the MasterCard; (ii) you have not reported two or more incidents of unauthorized use of the MasterCard within the previous 12 months; and (iii) 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 our designee. You may, however, be liable for unauthorized use that occurs before your notice to our designee. In any case, your liability will not exceed $50.00. The foregoing liability limitations do not apply to (a) Card use from which any cardholder receives a benefit; or (b) use of the Card by a person with actual, implied, or apparent authority.

7. **CREDITING OF PAYMENTS**: We will accept payments at the address indicated on the Platinum CashBack Rewards MasterCard periodic statement. All payments will be credited to your account promptly, in most cases as of the day of receipt. If payment is made at any other location such as NETBRANCH online or RBFCU branch, credit for such payment may be delayed up to seven (7) days. You understand and agree that payments will be applied in the following order: (1) To the late charge and fees, (2) to INTEREST CHARGES, (3) to cash advances, and (4) to purchases. All payments made by you must be in U.S. dollars.

8. **INTERNATIONAL TRANSACTIONS:** If you effect an international transaction with your MasterCard, MasterCard Worldwide will convert the charge into a U.S. dollar amount. MasterCard Worldwide will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard Worldwide 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 Worldwide for the applicable currency on the day the transaction is processed, plus 1%. The conversion rate used may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your account.

9. **DEFAULT**: You understand you will be in default (1) if you fail to make any payment on time; (2) if you fail to notify the Credit Union in writing of any change of employers; (3) if you become the subject of an order of relief under the U.S. bankruptcy laws; (4) if you are the subject of any legal process which seeks to attach your Credit Union account; (5) if you have given the Credit Union false or inaccurate information in obtaining the credit card; (6) if anything happens which the Credit Union believes endangers your ability to repay what you owe, including, but not limited to, leaving your current employment; (7) if you fail to report the Card lost or not in your possession; (8) if you break any promise you made under this or any other agreement with the Credit Union.

10. **NON-WAIVER**: We can accept late payments or partial payments or checks or money orders marked "payment in full" without losing our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them. Our failure to take action following any event of default shall not constitute a waiver of our right to take action in the event of a future default.

11. **ACCELERATION**: In the event that you are in default, we may declare any amounts you still owe immediately due and payable plus INTEREST CHARGES which will continue to accrue until the entire amount you owe is paid. You expressly waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owing under this Agreement. The Card remains the property of the Credit Union at all times and you agree to immediately surrender the Card upon demand. You agree that, once you are informed by the Credit Union or its designee that your account is in default, you will not attempt to make further cash advances or purchases on the Card. 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.

12. **AUTHORIZED USERS**: 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 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 terminate 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.

13. NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: Periodically, we may report the status and payment history of your account to credit reporting agencies. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at: Randolph-Brooks Federal Credit Union, P. O. Box 2097, Universal City, TX 78148-2097. Please include your name, address, telephone numbers, account number and description of your problem.

14. **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.

15. **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. The Credit Union does not warrant any merchandise or services purchased by you with the Card. 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 CHARGES 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.

16. **TERMINATION OR CHANGES**: The Credit Union can, with or without 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 use of the Card as well as INTEREST CHARGES and other related charges. The Credit Union has the right to add to, delete, or change the terms of this Agreement, including the periodic rate. If you use your Card to make a purchase or obtain a 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. You expressly agree that, at our option, we may decline to renew your account beyond the expiration date shown on the face of your card without notice.

17. **SECURITY AND PLEDGE OF SHARES AND DEPOSITS:** If you have other loans with the Credit Union, now or in the future, (except for loans secured by any dwelling), 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.

Additionally, you specifically grant the Credit Union a lien and consensual security interest in all individual and joint accounts, present and future shares and deposits held in any 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. This does not apply to shares in an Individual Retirement Account or Simplified Employee Plan qualifying as such under the Internal Revenue Code. You authorize the Credit Union to take money from any non-exempt account and apply it to what you owe, if you are in default.

18. **ILLEGAL CARD USE:** You may not use your Card 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 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 and MasterCard Worldwide harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

19. **AGREEMENT AND ACKNOWLEDGMENT**: You acknowledge and agree that the use of the Card by you or anyone authorized by you shall constitute your acknowledgment that you have received and read this Agreement and that you agree to the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement. **Use of this card by you or anyone you authorize will also constitute consent to the pledge of shares or deposits as described above.**

Interest Rates and Interest Charges	
MasterCard® Credit Cards	**Platinum CashBack Rewards**
Annual Percentage Rate (APR) for Purchases	**9.9% to 17.9%** when you open your account, based on your creditworthiness and other factors. After that, this APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**3.9%** Introductory APR for balance transfers made during the first 180 days from the date of account opening. Promotional balances will remain at **3.9%** APR for 12 full billing cycles. After that, your APR will be **9.9% to 17.9%** based on your creditworthiness and other factors. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**3.9%** Introductory APR for cash advances made during the first 180 days from the date of account opening. Promotional balances will remain at **3.9%** APR for 12 full billing cycles. After that, your APR will be **9.9% to 17.9%** based on your creditworthiness and other factors. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Minimum Interest Charge	**None**

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 any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.

Fees	
Annual Fee	**None**
Transaction Fees	
• Balance Transfer	**2% ($200 max)**
• Cash Advance	**2% ($200 max)**
• Foreign Transaction	**Up to 1.1%**
Penalty Fees	
• Late Payment	**Up to $20**
• Over the Credit Limit	**None**
• Returned Payment	**Up to $24**
Other Fees	**None**

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

The information about the costs of the cards described in this application are accurate as of 01/2014.This information may have changed after that date. To find out what may have changed, call us at 1-800-580-3300 or write to us at Randolph-Brooks Federal Credit Union, P.O. Box 2097, Universal City, Texas 78148.

YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. The terms "we," "us," and "our" refers to our card processor, FIS.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about transactions on your bill, write FIS on a separate sheet at P.O. Box 30495, Tampa, Florida 33630. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the items you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 bill 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 interest 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 bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay interest 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. 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 of the questioned amount, even if your bill 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.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

RBFCU

PLATINUM CASHBACK REWARDS MASTERCARD

AGREEMENT BILLING RIGHTS

&

CHARGE CARD DISCLOSURE

IMPORTANT

KEEP THIS NOTICE FOR FURTHER USE