

With Alabama Credit Union, you'll earn  
**SCORECARD REWARDS**  
 with your MasterCard® Credit Card

We want you to feel good about your money. So we make it easier to manage your everyday purchases with our MasterCard® Credit Card. Plus, with rates as low as 8.9% APR\* and ScoreCard Reward points earned for every dollar spent on retail purchases, saving money never felt so good.



**WHAT DO YOU GET WITH ALABAMA CREDIT UNION'S MASTERCARD® CREDIT CARD?**

- No annual fee
- 25-day grace period for new purchases
- Price Protection program
- Identity Theft Resolution Services
- Extended Warranty
- Zero Liability Protection
- Auto Rental Insurance
- MasterCard Global Service™
- High credit limit, subject to approval
- Balance transfer option - save money right away when you transfer your credit card debts to your new Alabama Credit Union Credit Card

**Feel good about your money.**

**INTEREST RATES AND INTEREST CHARGES**

Based on your creditworthiness			
Annual Percentage Rate (APR) for Purchase	<b>12.9%</b>	<b>10.9%</b>	<b>8.9%</b>
APR for Balance Transfers	<b>12.9%</b>	<b>10.9%</b>	<b>8.9%</b>
APR for Cash Transfers	<b>12.9%</b>	<b>10.9%</b>	<b>8.9%</b>
Penalty APR and When It Applies	None	None	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 interest on purchases if you pay your entire balance by the due date each month.		
Minimum Interest Charge	None	None	None
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 Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>		

**FEES**

Annual Fee	None	None	None
Transaction Fees	None	None	None
Penalty Fees: (NSF)	\$20	\$20	\$20
(Late Payment Fee)	\$20	\$20	\$20
Other Fees (Over-Limit Fee)	None	None	None

How We Will Calculate Your Balance: We use a method called "Average daily balance (including new purchases)"



The information about the costs of the cards described in this application is accurate as of August, 2014. This information may have changed after that date. To find out what may have changed, call 888.817.2002. Alabama Credit Union is an Equal Opportunity Lender. Membership eligibility required. Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.

**IMPORTANT: Read these directions before completing this application.**

- If you are applying for an individual account in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only Section A and D.
- If you are applying for a joint account or an account that you and another person will use, complete all Sections, providing information in B about the joint applicant.
- If you are applying for an individual account, but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, complete all Sections to the extent possible, providing information in B about the person on whose alimony, support, or maintenance payments or income or assets you are relying.

**Section A: APPLICANT**

- Joint Account  
 Individual  
 Individual Account with Authorized User  
 Updated application for an existing account

Credit Limit Requested\*: \$ \_\_\_\_\_ Credit Union Account Number: \_\_\_\_\_

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Address \_\_\_\_\_ Years at Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Previous Street Address \_\_\_\_\_ Number of Dependents \_\_\_\_\_ E-mail Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ Mother's Maiden Name \_\_\_\_\_  
 Name of Employer or Source of Income \_\_\_\_\_ Job Title/Occupation \_\_\_\_\_ Years with Employer \_\_\_\_\_  
 Business Phone \_\_\_\_\_ Business Address \_\_\_\_\_  
 \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Gross Monthly Income\*\* \_\_\_\_\_ Net Monthly Income\*\* \_\_\_\_\_ Other Income\*\*(Include Source of Other Income) \_\_\_\_\_  
 \_\_\_\_\_ Monthly Housing Payment \_\_\_\_\_ Name of Mortgage Company or Landlord \_\_\_\_\_

Check One:  Own Home  Rent

\*If you do not qualify for the full amount requested, we may approve the qualified amount.  
 \*\*Alimony, child support, or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for repaying this obligation.

**Section B: CO-APPLICANT**

Note To Married Applicants: You have the right to apply for a separate account, in your own name. Income from alimony, child or spousal support need not be disclosed unless you wish it considered as income.

Completion Of This Section Required If (1) You are a resident of a community property state (AZ, CA, ID, LA, NM, NV, TX, WA)

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ Years at Address \_\_\_\_\_  
 Relationship to Applicant/Address if Different from Applicant \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_  
 Name of Employer or Source of Income \_\_\_\_\_ Job Title/Occupation \_\_\_\_\_ Years with Employer \_\_\_\_\_ Business Phone \_\_\_\_\_  
 \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Gross Monthly Income\*\*\* \_\_\_\_\_ Net Monthly Income\*\*\* \_\_\_\_\_ Monthly Housing Payment \_\_\_\_\_ Name of Mortgage Company or Landlord \_\_\_\_\_

Check One:  Own Home  Rent

**Section C: BALANCE TRANSFER REQUEST**

Why pay higher interest rates or fees on your other credit cards? Transfer your balances to your new Alabama CU MasterCard® Credit Card! Simply complete this form to start saving with this low fixed rate. We'll take care of the rest. Maximum total Balance Transfer Request amount is \$25,000 and will be based on your approved credit limit. Minimum amount is \$50. Please use black or blue ink.

1. Card/Loan Issuer \_\_\_\_\_ Account Number \_\_\_\_\_ \$ \_\_\_\_\_ Specific Amount to Pay \_\_\_\_\_  
 Payment Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

2. Card/Loan Issuer \_\_\_\_\_ Account Number \_\_\_\_\_ \$ \_\_\_\_\_ Specific Amount to Pay \_\_\_\_\_  
 Payment Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

3. Card/Loan Issuer \_\_\_\_\_ Account Number \_\_\_\_\_ \$ \_\_\_\_\_ Specific Amount to Pay \_\_\_\_\_  
 Payment Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Help us process your balance transfers faster by following these guidelines: (1) List the most important transfers first. (2) For Card/Loan Issuer, list the financial institution (not yourself, MasterCard, or VISA®). (3) Continue to make your payments to these accounts until you hear from us.

**Section D:**

**SIGN HERE**

You must sign in BOTH PLACES before we can process your application.

To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through use of the Card. If you default, we will have the right to recover any of these goods, which have not been paid for through our application of your payments. You pledge all shares and /or deposits (including amounts in draft accounts) and payments and earnings thereon which you now or hereafter may have with us, whether held jointly, individually, or in trust, as security for any and all monies advanced or purchases made by the use of the Card and interest accrued thereon. You authorize us to take what you owe us out of any account (except Individual Retirement Accounts) you have with us. Your signature below this section indicates your agreement to this security interest and the terms of the section.

X \_\_\_\_\_  
 Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
 X \_\_\_\_\_  
 Signature of Co-Applicant (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

You authorize us to make whatever credit inquiries that we deem necessary in connection with this credit card application or in the course of review or collection of any credit extended in reliance on this application. You authorize and instruct any person or consumer reporting agency to compile and furnish to us any information that it may have or obtain in response to such credit inquiries and agree that such information, along with this application, shall remain our property whether or not credit is granted. You agree to be bound by the MasterCard® Credit Card Agreement governing you Account(s). By signing below, you certify that the information provided herein by you is complete and true, and is furnished for the purpose of obtaining credit.

**CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

X \_\_\_\_\_  
 Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
 X \_\_\_\_\_  
 Signature of Co-Applicant (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

**FOR CREDIT UNION USE ONLY**

Card:  Level 1  Level 2  Level 3  
 Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ CDR: \_\_\_\_\_  
 ADR: \_\_\_\_\_



In this Agreement the words “You” and “Your” mean each and all of those who apply for the Card, who use the Card or the Account, who sign a Card or who sign this Agreement, jointly and severally. “Card” means the Alabama Credit Union MASTERCARD credit card and any duplicates and renewals We issue. All primary cardholders must be members of Alabama Credit Union. Any joint cardholder or authorized user who is not a member of Alabama Credit Union must provide full identification including Social Security Number, Date of Birth, and valid driver’s license, passport, or other approved identification before being issued a card. “Account” means Your MASTERCARD® Credit Card or MASTERCARD® Card Line of Credit Account with Us. “We,” “Us” and “Our” mean Alabama Credit Union. “Use of the Card” or “Use the Card” shall include but, not be limited to any use of the actual Card, the number presented on the Card, or any other mechanism used to purchase something or some service, make a cash advance, make a balance transfer, or otherwise cause a charge on the Account. Interest rates on the cards are 8.9%, 10.9% or 12.9%. The rate is determined by qualifying credit factors, including your credit score.

**1. Responsibility.** If We issue You a Card, You agree to repay all charges, cash advances, Interest Charge, and other fees and charges arising from the use of the Card and the Account by You or anyone that You allow to use the Card. You also agree to be responsible for charges made by anyone else to whom You give the Card or the number on the Card, and this responsibility continues until the Card and its number is recovered. You cannot disclaim responsibility by notifying Us, but We will close the Account for new transactions if You so request and if You return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which We are not a party may direct You or one of the other persons responsible to pay the Account. Any person using the Card is jointly and severally responsible with You for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly and generally responsible for all charges on the Account, including Yours.

**2. Liability for Unauthorized Use and Lost Card Notification.** If You believe Your Card has been lost or stolen or there has been an unauthorized use of Your card, You should write to Us immediately at: 220 Paul W. Bryant Drive East, P.O. Box 862998 Tuscaloosa, AL 35486, or call Us at: 888.817.2002 or 800.991.9461. You will not be liable for any unauthorized use of Your card after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. In any case, if Your Account is one defined as a Consumer Account subject to Regulation Z, Your liability will not exceed \$50.00. Such liability limits do not apply when the Card is used to make an electronic fund transfer or if the Account is not governed by Regulation Z.

**3. Credit Line.** If We approve Your application, We will establish a self-replenishing Credit Line (Credit Line shall be synonymous with the term Credit Limit) for You and notify You of its amount when We issue the Card. You agree not to let the Account balance exceed this approved Credit Line. Each payment You make on the Account will restore Your Credit Line by the amount of the payment which is applied to principal. You may request an increase in Your Credit Line only by written application to Us, which

must be approved by Our credit committee or loan officer. We may from time to time, increase the amount of your Credit Line, with or without a request by You. We may, at any time and for any reason not prohibited by law, reduce Your Credit Line, refuse to make an advance or revoke Your Card and terminate this Agreement. We may always reduce Your Credit Line, refuse to make an advance or revoke Your Card and terminate this Agreement if: You have failed to comply with this Agreement; You have made false or misleading statements in any document with Us; We reevaluate Your creditworthiness and determine that You are no longer as qualified; or We have reason to believe Our ability to collect has been degraded. You may also terminate this Agreement at any time, but termination by either You or Us does not affect Your obligation to pay the Account Balance, plus Interest Charges and other charges. You are also responsible for all charges made after the termination of Your account unless, they are unauthorized charges as described in this Agreement. The Cards remain Our property, and You must recover and surrender to Us all Cards upon Our request and upon termination of this Agreement. We have the right to demand payment immediately upon termination of the entire Balance owed if the account is terminated.

We may change Your Credit Line from time to time. If You attempt a transaction which results in Your total outstanding balance (plus authorizations) exceeding Your Credit Line, We may: 1) permit the transaction without raising Your Credit Line; 2) permit the transaction and treat the amount of the transaction that is more than the Credit Line as immediately due; or 3) refuse to permit the transaction. ANY FEE WILL REDUCE YOUR AVAILABLE CREDIT LINE.

**4. Credit Information.** You authorize Us to investigate Your credit standing when opening, renewing or reviewing Your Account, and You authorize Us to disclose information regarding Your Account to credit bureaus and other creditors who inquire of Us about Your credit standing. You authorize Us to get a consumer report about You now and from time to time in the future; if You ask You will be told if a consumer report has been obtained and the name and address of the agency that supplied the report; We may check Your employment history and obtain any other information about You; and We may attempt to verify all information provided on the application. You acknowledge that You are at least 19 years of age, that You do not already have a MASTERCARD® credit card issued by Alabama Credit Union and have not applied for such an account within the past six months.

**5. Payments.** Each month You must pay at least the Minimum Payment shown on Your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If Your statement says the payment is “Now Due,” Your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full. If You make extra or larger payments, You are still required to make at least the Minimum Payment each month Your Account has a balance (other than a credit balance). The Minimum Payment is 2.5% of Your Total New Balance or \$25.00, whichever is greater, not to exceed Your Total New Balance, plus the amount of any prior Minimum Payments that You have not made, and any amount You are over Your Credit Line or Credit Limit. The Credit Union also has the right to demand immediate payment of any amount by which You are over Your Credit Line or Credit Limit. Subject to applicable law, Your payments may be applied to what You owe the Credit Union in any manner the Credit Union chooses, currently, We apply payments first to Interest Charges, then to fees, then to Minimum

Payment for cash advances, then to Minimum Payment for purchases, then to the balance of cash advances, then to the balance of credit purchases. If a payment is ever late 10 days or more, You agree to pay Us a late charge of \$20.00. If You make a payment by check or other item which for any reason is dishonored You agree to pay a fee of \$20.00 for each item returned. Proper payment is made only when the payment is made to the address shown for payments on Your statement; paid with a check drawn in U.S. dollars on a U.S. financial institution; or a U.S. dollar money order; and sent in the return envelope with only the proper return portion of the statement; with proper postage. Any other payment method may result in a delay in Our posting of Your payment. This delay maybe 5 days or longer. We can accept late payments, partial payments, or payments with any restrictive writing without losing any of Our rights under this Agreement. This means that no payment, including those marked with “paid in full” or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of Our senior officers. You may not use a postdated check to make a payment. If You do postdate a payment check, We may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to You for any loss or expense incurred by You arising out of the action We elect to take. You authorize Us to convert your check into a Substitute Check under the law commonly referred to as Check 21. This is converting a check into a copy or electronic format for processing through the check processing system.

**6. Interest Charges.** Credit Purchases, Method “G”: Average Daily Balance (including New Purchases). An Interest Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance of purchases shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance of purchases shown on your previous monthly statement within that 25-day period, an Interest Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date. For Credit Purchases, the Interest Charge for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Interest Charges, Cash Advances, Method “A”: Average daily balance. The Interest Charge on cash advances begins to accrue on the date you obtain the cash advance or the first day of the billing cycle in which it is posted to your account, whichever is later. For Cash Advances, the Interest Charge for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of

days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Interest Charges.

Applies to MASTERCARD® Level 1 only: The Interest Charge will be calculated by multiplying the average daily balance on your Account by the Monthly Periodic Rate of 1.075%, which is an **ANNUAL PERCENTAGE RATE** of 12.90%.

Applies to MASTERCARD® Level 2 only: The Interest Charge will be calculated by multiplying the average daily balance on your Account by the Monthly Periodic Rate of .9083%, which is an **ANNUAL PERCENTAGE RATE** of 10.90%.

Applies to MASTERCARD® Level 3 only: The Interest Charge will be calculated by multiplying the average daily balance on your Account by the Monthly Periodic Rate of .7416%, which is an **ANNUAL PERCENTAGE RATE** of 8.90%.

All interest rates and Interest Charge are subject to change. In the event of an increase in these rates or charges We will provide you at least the minimum notice required by law.

**7. Default.** You will be in default if You fail to make any Minimum Payment or other required payment by the date that it is due. You will also be in default if (a) Your ability to repay Us is materially reduced by a change in Your employment, an increase in Your obligations, bankruptcy or insolvency proceedings involving You, Your death or Your failure to abide by this Agreement, (b) You break any promise You have made to Us under this Agreement or any other agreement You have with Us, (c) any statement You have made in this Agreement, in connection with this Agreement or in connection with any other agreement or application You have with Us is not true, or (d) We should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If You are in default, We have the right to demand immediate payment of Your full Account Balance at once without notice to You. If immediate payment is demanded, You agree to continue paying all Interest Charges, until what You owe has been paid, and any security given for Your Account may be applied towards what You owe. In the event of a default, You agree to pay all costs of collecting the amount You owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300.00) at the time of collection, reasonable attorney's fees if the debt is referred for collection to an attorney who is not Our employee and if suit is filed, court costs.

**8. Using the Card.** You may use the card issued to You to make purchases in person, over the internet, by mail or telephone from merchants and others who accept MASTERCARD® cards. In addition, You may obtain cash advances from the Credit Union, from other financial institutions participating in the MASTERCARD® program and from automated teller machines (ATMs), such as the MASTERCARD® ATM Network, which provide access to the MASTERCARD® system. (Not all ATMs provide such access). You will need to use Your Personal Identification Number (PIN) to obtain a cash advance from an ATM. If You use the Card to purchase "Cash Equivalents", such as foreign currency, money orders, travelers checks, wire transfers, person to person money transfers, out-

interest in any other items which are "household goods" under Federal Reserve Board Regulation AA.

You pledge all share and/or deposits (including amounts in draft accounts) and payments and earnings thereon which You now or hereafter may have with Us, whether held jointly, individually or in trust, as security for any and all monies advanced or purchases made by use of the Card and any interest accrued thereon. Upon default You authorize Us to take what You owe Us out of any such account (except Individual Retirement Accounts) You have with Us. By use of the card You acknowledge that You have signed a separate security agreement granting a security interest in all shares and/or deposits in the Credit Union (except Individual Retirement Account) including all accounts from which You have a right to withdraw.

**13. Effect of Agreement.** This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advance, credit or other slips You sign or receive may contain different terms. We may amend this Agreement at any time without notice unless, notice is required by law. Any amendment to this Agreement will take effect on the day it is mailed unless, advance notice is required by law. Your use of the Card there after will indicate Your agreement to the amendments. To the extent the law permits, and We indicate in Our notice, amendments will apply to Your existing Account balance as well as to future transactions. If more than one person executes this agreement or related application or is otherwise liable under this Agreement, each of You will be jointly and severally liable under this Agreement. This means each of You are responsible for the entire amount owed. Each of You authorizes the others to make purchases or cash advances individually or to terminate the Agreement. You cannot transfer Your rights under this Agreement, but, Your obligations hereunder shall be binding upon Your heirs, estate, and personal representative.

**14. Statements and Notices.** Statements and notices will be mailed to You at the most recent address You have given the Credit Union. Notice sent to any one of You will be considered notice to all of You.

**15. Delay in Enforcement.** No delay in enforcement of Our rights under this Agreement will result in any loss of Our rights or relieve You of any of Your obligations.

**16. Invalidity of Provisions and Captions.** If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement. This Agreement and any written modifications here to is the contract which applies to all transactions on this Account, regardless of contradictory terms on sales, cash advance, credit or other slips or documents.

**17. Governing Law.** TO THE EXTENT NOT PROHIBITED BY LAW, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES) AND ANY APPLICABLE FEDERAL LAW REGARDLESS OF WHERE YOU RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and Your account with Alabama Credit Union which is located in Alabama, and to insure uniform procedures and interpretation for all of our members, no matter where they reside or use their accounts.

**18. Signatures and Copies of Agreement.** By

transfer. We will not electronically debit Your account for a payment, which You did not authorize; however, You authorize an electronic transfer each time You send Us a paper check. Your payment may appear on Your bank statement as an "ACH" transaction with Your check number, the payment amount, and Our name. The check will not be returned to You. Your funds may be withdrawn on the same day We receive Your payment.

**26. Payment Holidays.** We may allow You, from time to time, to skip a monthly payment or make a reduced payment. We will notify You when these options are available. If You choose to avail Yourself of these opportunities, Interest Charges, applicable fees, and other regular transactions, if any, will accrue on Your Account in accordance with this Agreement. The reduced payment amount may be less than Your Interest Charges. If We offer the option of a reduced payment, such payment will have to be made on its due date or it will be subject to a late charge. You must resume making Your regular Minimum Payment each month following a payment holiday or reduced payment option.

**27. MASTERCARD® Rules and Regulations.** The services provided to You under this Agreement are made possible by Alabama Credit Union's status as a licensee of MASTERCARD® U.S.A.. You recognize Alabama Credit Union's responsibility to comply with the current MASTERCARD® U.S.A. rules and regulations and changes to them in order to continue to provide these services.

**28. You should keep this Agreement.** This is the legal contract regarding Your use of the Account or Card which may be issued to You.

**29. Addresses.** Addresses for payments shall be shown on your Statement. Any inquiries by You should be made to the address shown on Your statement after the phrase "Send Inquiries To:." The terms of this Agreement are current as of the Printed date herein. This information may be changed at any time after its printing. To find out what may have changed after the Printed date, You should contact Us at: 220 Paul Bryant Drive, Tuscaloosa, AL 35401, or call at 1-800-991-4961.

**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 LOAN ACCOUNT 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, 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 item You are not sure about.\*

If You have authorized Us to pay Your loan account automatically from Your savings or share draft 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.

of-network bill payments, bets, lottery tickets, or casino gaming chips, or make a balance transfer. We may treat these as cash advances. You agree to comply with all laws when using Your Card. You agree not to use the Card for any illegal activity including internet gambling. Display of the MASTERCARD® logo does not mean that the online merchant or the activity You are engaging in is legal. You agree to hold Us harmless for any damages or other liability arising from a transaction initiated by You or Your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities We believe may violate law or pose significant risk to Us. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You agree to retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips You request.

**9. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending Us a credit slip which We will post to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it upon Your written request or automatically after 6 months.

**10. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to You in U.S. Dollars. The exchange rate for transactions in foreign currency will be a rate selected by MASTERCARD® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD® itself receives, or the government mandated rate in effect for the applicable central processing date, plus any adjustment determined by Us. All transactions in foreign countries or foreign currency will be subject to a 1 % conversion or processing fee. We may implement a dollar limit or number of transaction per day limit for foreign transactions. We may also not approve any foreign transactions. We are required by U. S. law to allow transactions made in or involving certain countries. You should contact Us before attempting any foreign transaction.

**11. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor Your Card. We are subject to claim and defenses (other than tort claims) arising out of goods or services You purchase with the Card only if You have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) Your purchase was made in response to an advertisement We sent or participated in sending You, or (b) Your purchase cost more than \$50 and was made from a plan merchant in Your state or within 100 miles of Your home. Any other disputes must be resolved directly with the plan merchant by You.

**12. Security Interest.** To secure Your Account, You grant Us a purchase money security interest under the Uniform Commercial Code in any goods You purchase through use of the Card. If You are in default, We will have the right to recover any of these goods which have not been paid for through Our application of Your payments. Collateral securing other loans You have with Us may also secure this loan, except that Your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement with Us. Except for the purchase money security interest You are granting herein, we are not taking a security

signing the Application, or Card, or use of the Card. You agree to the terms of this Agreement. You should keep the Agreement for Your records. You agree to sign (and if appropriate, have authorized users sign) the card(s) in the place provided for authorized signature.

**19. Negative Information Notice.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report. If Your Account is eligible for emergency cash and/or emergency card replacement services, and You request such service, You agree that We may provide personal information about You and Your account that is necessary to provide You with the requested service.

**20. Ownership of Card.** Every Card remains Our property. We have the right to cancel Your Account at any time with or without written notice to You. You must return the card if We ask You to do so. You cannot use the card after it has been cancelled. If a bankruptcy proceeding is commenced by or against You, Your card will be cancelled automatically.

**21. Acceptance of Calls.** You agree that if You do not make payments on Your account in accordance with this Agreement, or if We are verifying Your use of the Card, or otherwise We feel We need to contact You in regards to this Account, You will accept calls from Us regarding Your account. You agree such calls will not be "unsolicited" calls for purposes of any state or federal law. You further agree that any calls made to Us or by Us may be recorded without any further notice to You.

**22. Benefits.** We may offer a variety of benefits, services, or premiums in relation to the Card or Account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to You from time to time by or on behalf of Us. We may adjust, add, or delete benefits and services at any time and without notice to You.

**23. Access Checks.** We may offer You the ability to access Your account with access checks. If We do, any use of an access check will be considered a cash advance. If You have a need to stop payment on an access check, You must provide Us with the access check number, dollar amount, and payee exactly as they appear on the access check. If You tell Us orally, We may require You to put Your request in writing. Any stop payments will be governed by the terms for stop payments presented in Our Master Account Agreement as if the item were a share draft/check written from a share draft account. You may not post date an access check. If You do postdate an access check, We may elect to honor it upon presentation or return it unpaid to the person that presented it to Us for payment, without in either case waiting for the date shown on the access check. We are not liable to You for any loss or expense incurred by You arising out of the action We elect to take.

**24. Transactions After Your Account is Closed.** When Your Account is closed, You must contact anyone authorized to charge transactions to Your account, such as health clubs, insurance companies, internet providers, utilities and others. These transactions may continue to be charged to Your account until You change the billing with these companies, at Our election. Also, if We believe You have authorized a transaction or are attempting to use Your account after You have requested to close the account, We may allow the transaction to be charged to Your account.

**25. Payment Check Processing.** Your paper check may be converted into a one time electronic funds

**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 send statements to 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 statement that are not in question.

If We find that We made a mistake on Your statement, 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 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 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 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 the credit card issuer owns or operates the merchant, or mailed You the advertisement for property or services. The following notices may apply to You. Their placement as notices herein do not indicate that these States have any jurisdiction over this Agreement.

**Notice to Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Notice to California Residents.** If You are a married applicant, You may apply for credit in Your own name.

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

**Notice to New York Residents.** You may contact the New York State Banking Department 1 800-518-8866 to obtain a comparative listing of credit card rates, fees, and grace periods.