

CARDHOLDER AGREEMENT

VISA SIGNATURE CREDIT CARD
FIRST CLASSIC CREDIT CARD



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This First Command Bank Credit Card Agreement (“Agreement”) contains the Terms and Conditions for participation in and use of a First Command Bank Visa Credit Card Account (“Account”).

Section A: Important Information about this Agreement

- 1. The Parties To This Agreement.** This Agreement is made by and among First Command Bank and each Cardholder and any other person who uses the Account (collectively the “Cardholder”). The words “we”, “us”, “our”, “Bank” or “FCB” refer to First Command Bank. The words “you”, “your”, or “yours” refer to a Cardholder or to a person who uses a First Command Bank Credit Card Account.
- 2. The Documents That Make Up This Agreement.** This Agreement consists of the following documents: (a) the Terms and Conditions that you are reading now; (b) the Pricing Schedule (“Pricing Schedule”); and (c) any other document that we provide to you that indicates it is part of and/or amends this Agreement. All of these documents, collectively, are referred to as the “Agreement” and all Terms and Conditions in the Agreement are referred to, from time to time, as the “Terms”.
- 3. Amendments To Agreement.** We reserve the right to amend this Agreement at any time by adding, deleting, or changing provisions of the Agreement. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may suspend or terminate your ability to obtain further credit under this Agreement.
- 4. When You Become Bound By This Agreement.** If you are a Cardholder, this Agreement becomes effective and you agree to its Terms which will be the earlier of (a) the first or next use of the Account; (b) when you deliver to Bank your signed application to become a Cardholder and the application is accepted by Bank; or (c) ten (10) days after we mail or deliver this Agreement to any Cardholder. For all others, this Agreement becomes effective and you agree to its Terms when you use the Account.
- 5. Changes To Agreement.** We may change this Agreement at any time, whether by adding new Terms, or deleting or amending existing Terms. The changes will apply to existing and future balances unless our notice states otherwise. If required by law,

we will send to you notice of the change at least forty-five (45) days before a change becomes effective.

6. **Governing Law.** This Agreement is governed by the laws of Texas and the United States of America. However, if state law or an agreement between us and you imposes less liability on either of us or you the lesser liability shall govern.
7. **Words Used Frequently In This Agreement.** “APR” means Annual Percentage Rate. “ATM” means automated teller machine. “Credit Card” means any Visa Credit Card issued on your Account. “Margin” means the number of percentage points added to the Prime Rate to calculate an APR on your Account. “Visa” means Visa U.S.A. Inc. Other Terms are defined elsewhere in this Agreement.
8. **Waiver; Provisions Of This Agreement Are Separable.** If we fail to or elect not to exercise any of our rights under this Agreement, we do not waive any of these rights in the future. If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will remain effective.

SECTION B: Use of Account

9. **Types Of Transactions.** You may use your Account for personal, family household and commercial purposes. You may obtain credit in the form of Purchases (“Purchases”), and Cash Advances (“Cash Advances”), by using cards (“Card”), Account number, or other Visa credit devices. Cards (“Cards”) are all the credit cards we issue to you and to any other person with authorization for use on your Account pursuant to this Agreement. A Personal Identification Number (PIN) is associated with your Card as of the opening of your Account. You may be required to use a PIN to make an ATM Cash Advance or to complete Purchases at certain merchant terminals (generally overseas).

“**Purchase**” means the use of your Card or Account (including the use of an enabled mobile device) to:

- A. Buy or lease goods or services; or
- B. Conduct a transaction that is not otherwise a Cash Advance

A Purchase includes transaction fees and adjustments associated with any Purchase.

“Cash Advance” means the use of your Account for a loan in the following ways:

- a. **Direct Deposit:** by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request.
- b. **Cash Advance:** loans accessed in the following manner:
 - i. **ATM Cash Advance:** at an automated teller machine;
 - ii. **Over the Counter (“OTC”) Cash Advance:** at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks);
 - iii. **Cash Equivalents:** the purchase of foreign currency, money orders, travelers checks, or to obtain cash, each from a non-financial institution, or person-to-person money transfers with your card or Account number (including through the use of an enabled mobile device).

Cash Advances include transaction fees and adjustments associated with any Cash Advance.

You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases and Cash Advances.

10. Your Credit Card Account and Your Mobile Phone and/or other Mobile Devices.

Smart phones, some tablets or other mobile devices (a “Mobile Device”) can download, store, and/or access Account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services or make a Cash Advance.

When your Account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your Card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your mobile device, that can be the same as giving that person your Card.

- 11. Foreign Transactions.** A “Foreign Transaction” is any transaction (a) made in a foreign currency, or (b) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transaction made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Foreign Transaction, we will assess the Foreign Transaction Fee [see the Pricing Schedule for fee amount]. If a transaction is made in

a foreign currency, the transaction will be converted by Visa International, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

12. Credit Availability; Your Credit Limit and What We May Do If You Attempt to Exceed Your Credit Limit.

We will inform you from time to time of the maximum amount of debt ("Credit Limit") that may be outstanding in your Account at any time, and we, in our sole discretion may adjust your Credit Limit from time to time. You agree not to use or permit the use of the Account (or any access device) in any manner that would cause the outstanding balance in the Account ever to exceed the applicable Credit Limit. If you attempt a transaction which results in your Account's outstanding balance (plus authorizations) to exceed your Credit Limit, we may: (a) permit the transaction without raising your Credit Limit; (b) permit the transaction and treat the amount of the transaction that is more than the Credit Limit as immediately due; or (c) refuse to permit the transaction. If we refuse to permit the transaction, we may advise the person who attempted the transaction that the transaction has been refused. If we have previously permitted you to exceed your Credit Limit, it does not mean that we will permit you to exceed the Credit Limit on a subsequent date. We may designate that only a portion of your Credit Limit is available for Cash Advances. If you exceed the Cash Advance limit, you will be considered to have exceeded the Credit Limit for all purposes under this Agreement.

13. Interest and Fees; Interest Rates – Annual Percentage Rates (APRs). The Pricing Schedule provides the interest rates, also referred to as APR, which are applicable to your Account. The APR corresponds to the Daily Periodic Rate (DPR) and the APR is equal to the DPR multiplied by 365. Therefore, the DPR is equal to the APR divided by 365. Interest charges are calculated by using the DPR. If an interest rate is a variable rate, we calculate that APR by adding together the applicable index ("Index") (such as the Wall Street Journal Prime Rate) and a Margin. For more information on Variable Rates, please refer to the How to Calculate Variable Rates Section within this Agreement.

14. Current APRs. Your current APR is the interest that will apply to Cash Advance

and Purchase transactions that are not subject to a promotional rate. See Pricing Schedule for current rates.

- 15. Default APR and When it Applies.** The Default APR is the APR which may be applied to Purchases and Cash Advances, for certain default occurrences as described below. We may increase the APR on Purchases and Cash Advances up to the Default APR if you are in default under this Agreement as explained in Section 30 below. If you are in default under Section 30 we may accelerate the maturity of unpaid Purchases and Cash Advances and impose the Default APR on the balances of Cash Advances and Purchases. (as shown on your periodic statement). We will provide to you at least 45 days advance written notice prior to implementing the APR increase. A Default APR will remain in effect indefinitely. The Default APR is a fixed rate of 18.00% per annum.
- 16. Billing Cycle.** A billing cycle is a time period that ends on the Statement Closing Date (“Closing Date”) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.
- 17. How to Calculate Variable Rates.** Variable Rates (“Variable Rates”) are calculated by adding together an Index and a Margin. The index applicable to your Account and to this Agreement is the highest U.S. Prime Rate as published in the “Money Rates” Section of The Wall Street Journal on the last publication day of each month.

An increase or decrease in the Index will cause a corresponding increase or decrease in your variable interest rates on the first day of your billing cycle that begins in the same month in which the Index is published. An increase in the Index means that you will pay higher interest charges and have a higher Minimum Payment (“Minimum Payment”). If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of U.S. Prime Rate, we, in our sole discretion, we may substitute another Index.
- 18. When Finance Charge Begins.** We add a Finance Charge (if applicable) to the Account for all Cash Advances from the later of (a) the day the Cash Advance is posted to the Account, or (b) the first day of the billing cycle in which the Cash Advance is posted until you pay the transaction(s) in full. For Purchases, we add a Finance Charge to the Account if you do not pay the New Balance in full by the Payment Due Date shown on the periodic statement. If we add a Finance Charge, we begin to charge the Finance Charge on all amounts you owe us (except “New Purchases”) from the first

day of the billing cycle; provided, however, any portion of the New Balance subject to a grace period that is paid prior to the expiration of the grace period will not be assessed a Finance Charge. For New Purchases, we begin to charge the Finance Charge from the date we post the New Purchase to the Account unless you have paid the New Balance in full on the previous periodic statement. A New Purchase is one that appears on the periodic statement for the first time.

- 19. Calculation of Finance Charge.** We calculate the Finance Charge on the Account by applying the “Periodic Rate” (defined below) to the “Average Daily Balance” of the Account. To obtain the Average Daily Balance, we start with the beginning balance of the Account on each day, excluding unpaid Finance Charge. We add any Cash Advances posted to the Account that day, and any New Purchases, unless you paid the New Balance in full for the previous billing cycle by the Payment Due Date. We subtract any credits and payments (after any unpaid Finance Charges are paid) posted to the Account that day. This results in the “Daily Balance”. Then, we add up all the Daily Balances for the billing cycle and divide that by the total number of days in the billing cycle. This results in the Average Daily Balance. The Finance Charge on the Account is calculated by multiplying the Average Daily Balance by the Periodic Rate.
- 20. APR.** The APR varies with changes to the Prime Rate. The “Prime Rate” is the highest Prime Rate published in the Money Rates column on the last publication day of the Wall Street Journal for each month (the “Calculation Date”). The APR will go up and down depending on the Prime Rate as of each Calculation Date; however, the APR is subject to change only on the first day of each billing cycle. If the Prime Rate and the corresponding APR increase your Minimum Payment may also increase. The Prime Rate is only a pricing index and is not the lowest interest rate available to all borrowers under any loan transaction.

See the Pricing Schedule for more information about the APRs and the Periodic Rates.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See “Your Billing Rights” Section in this Agreement.

- 21. Account Fees.** The following fees will be assessed in the billing cycle in which the fees accrue:

We will assess a Late Fee (“Late Fee”), if the “Minimum Payment Due” shown on your monthly statement is not received by us on or before its Payment Due Date. See the Pricing Schedule table for Late Fee amount.

A Returned Payment Fee may be assigned if a payment on your Account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment if we elect to re-present the payment. The Returned Payment Fee may exceed the Minimum Payment Due.

SECTION C: Your Liability

22. **Your Promise to Pay.** You promise to pay to us the amounts of all credit you obtain pursuant to this Agreement which includes all Purchases and Cash Advances. You also promise to pay to us all of the interest charges, fees, and any other transactions charged to your Account.
23. **Promise to Pay Applies to All Persons.** All persons who initially or subsequently request, are granted, accept, guarantee or use the Account are individually and collectively responsible for any outstanding balance. If you are responsible to pay outstanding balance, we may refuse to release you from liability until all of the Cards and other credit devices outstanding under the Account have been returned to us and you pay to us the total outstanding balance owed under the Terms of this Agreement.
24. **Persons Using Your Account.** If you permit any person to use your Card, Account number, or other credit device with the authorization to obtain credit on your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a Credit Limit to be exceeded. Authorized users of this Account may have the same access to information about the Account and its users as the Account holders. We may send Account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your Account in the following ways: (a) by notifying us that you want someone added to your Account as an authorized user; (b) by lending or otherwise intentionally making your Account number, or credit device accessible to another person; or (c) by any other way in which

you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases and Cash Advances. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card or other credit device.

SECTION D: Your Payments

- 25. Payments on Your Account.** You must pay each month at least the Minimum Payment shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements in the monthly statement which may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Minimum Payment Due will not affect your obligation to make the next Minimum Payment Due. If you overpay or if there is a credit balance on your Account, we will not pay interest on the credit balance. We will reject payments that are not drawn on U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to reject a payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment Due.
- 26. Payment Conversions.** We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your Account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it; however we will retain an electronic copy if the check.
- 27. Minimum Payment Due.** You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Minimum Payment Due shown on your

monthly statement by its Payment Due Date. The Minimum Payment Due is the sum of all past due amounts plus the current payment. We round the payment amount down to the nearest dollar.

The Minimum Payment Due will not be greater than your New Balance. If a payment is credited to your Account but is returned unpaid in a later billing cycle, we will recalculate the Minimum Payment Due for the billing cycle in which the payment was originally credited.

- 28. When Your Payment will be Credited to Your Account.** We credit mailed payments as of the date received, if the payment is: (a) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (b) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (c) sent in the return envelope with only the remittance portion of your statement accompanying it. However, mailed payments need not be sent in a return envelope if we sent you a statement without a return envelope. Payments received after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be created as of the next business day. Credit for any other payments may be delayed up to five days.
- 29. How We Allocate Your Payments.** Payments are allocated to posted balances. If your Account has balances with different APRs, we will allocate the amount of your payment equal to the Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs. If a payment is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases on the Account.

SECTION E: Default and Collections

- 30. Default.** You will be in default under this Agreement if: (a) you fail to make any required Minimum Payment by its Payment Due Date; (b) your total outstanding balance exceeds your Credit Limit for Card Advances and/or for Purchases; or (c) you fail to abide by any other Term of this Agreement.
- 31. When We May Require Immediate Repayment.** If you are in default, then in

addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance, and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorney's fees if we refer your Account for collection to an attorney who is not our salaried employee.

- 32. Other Payment Terms.** 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 our prior written approval by one of our 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 it waiting until the date shown on the check. We are not liable to you for any loss or expense arising out of either action we elect to take. We can accept late or partial payments, without losing or waiving any of our rights under this Agreement. Payment by check constitutes your authorization for us to make a one-time electronic funds transfer from your financial institution to make such payment. We are not responsible for any lost or stolen cash payments. Payments and credits to the Account will be applied in the following order:

Unpaid Accrued Interest;
Late Fee;
Cash Advance from previous billing cycle;
Credit Purchases from previous billing cycle;
Cash Advances from current billing cycle; and
Credit Purchases from current billing cycle.

If two APRs apply to your balance, after payment of accrued interest and late fees, we will allocate the rest of the payment to the balance which has the higher APR.

- 33. Modifications to Minimum Monthly Payments.** 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. This will only occur on an isolated basis, such as when we are working with borrowers affected by a federally declared disaster. If

in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your Account balances in accordance with this Agreement. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Minimum Payment each month following any modifications made to your required Minimum Monthly Payment.

- 34. We May Suspend or Close Your Account.** We may suspend or close your Account or otherwise terminate your right to use your Account. We may do this at any time and for any reason. You may close your Account at anytime by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the Account is closed. You must destroy all Cards or other credit devices on the Account when the Account is closed.

When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as interest service providers, health clubs or insurance companies. These transactions may continue to be charged to your Account until you change the billing. 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.

- 35. Refusal to Honor Your Account.** We may deny any transactions for any reason at our discretion. We are not liable for refusal to honor a charge against your Account. We are not liable for any retention of your card by us, by other financial institution, or any provider of goods or services.
- 36. Recurring Preauthorized Transactions.** Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your Account on a recurring basis. If we issue a new Card to you with a different number or expiration date, we may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you (not us) will have to contact the merchant.
- 37. Purposes For Using Your Account.** You must not use the Account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your Account to be used to conduct any illegal transaction. You can only use

your Account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of your Account in those countries will be blocked.

Section F: Miscellaneous

- 38. Telephone Calls; Calling, Monitoring and Recording.** You consent to and authorize us and, any of our affiliates, or our marketing associates to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a mobile phone number directly to us, you consent and agree to accept servicing calls and text messages to your mobile phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your Account. For any telephone or mobile phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts.

- 39. Credit Reporting Agencies; Collecting and Sharing Information.** You authorize us to collect information about you in order to conduct our business including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you and your Account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about your or your Account to a credit reporting agency, write to us at: First Command Bank, 1 FirstComm Plaza, Fort Worth, TX, 76109-4999. Please include your name, address, phone number, and Account number, and explain what you believe is inaccurate or incomplete.

- 40. Benefits.** We may offer you certain benefits and services with your Account. Any benefits or services are not a part of this Agreement, but are subject to the Terms and restrictions outlined in a benefits guide 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 advance notice to you.
- 41. We May Sell Your Account.** We may at any time, and without advance notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.
- 42. You Must Notify Us When You Change Your Address.** You must notify us promptly when you change your address. We may also change your address if so notified by the post office or others.
- 43. What Law Applies.** This Agreement is made in Texas and we extend credit to you from Texas. This Agreement is governed by the laws of the State of Texas (without regard to its conflict of laws principles) and by any applicable federal laws.
- 44. Unauthorized Use of Your Account.** Please notify us immediately of the loss, theft, or possible unauthorized use of your Account at 888.763.7600.

Your Billing Rights.

Keep This Document For Future Use

The 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:

*First Command Bank
1 FirstComm Plaza
Fort Worth, TX, 76109-4999*

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.

Note: It is helpful if your letter includes the transaction date and the reference number for the charge, if available.

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 the 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 Line.

After we finish our investigation, one of two things will happen:

- **If we determine there was 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, including to credit reporting agencies, 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 statement 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:

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).

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.

You must not yet have fully paid for the purchases.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

*First Command Bank
1 FirstComm Plaza
Fort Worth, TX, 76109-4999*

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.

