CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR GECU FEDERAL CREDIT UNION REWARDS CREDIT CARD

Disclosure to GECU Federal Credit Union (GECU) Rewards Credit Card Agreement and Disclosure Statements

Disclosure of variable rates and fees are accurate and based on the Prime Rate of 7.00% in effect as of October 1, 2026 and may have changed. To receive the most recent information, contact GECU at 1-800-772-4328.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Convenience Checks	**14.49%, 15.49%, 17.49% or 17.90%** as of 10-1-26, depending on your creditworthiness[1] This APR will vary on the market based on the Prime Rate.[2]
APR for Cash Advances	**2% above your APR for Purchases, not to exceed 17.90%.** The APR will vary on the market based on the Prime Rate.[2]
Penalty APR and When it Applies	None
Paying Interest	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. We will begin charging interest on cash advances, balance transfers, and convenience checks on the transaction date.
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.
Minimum Interest Charge	None
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 and Charges	
Annual Fee	None
Transaction Fees	
• Balance Transfer	None
• Foreign Transaction	**1%** of transaction
Penalty Fees	
• Late Payment	If payment is 10 days or more past due, you will be charged up to **$25**.
• Over-the-Limit	None
• Returned Payment	Up to **$25**

How We Will Calculate your Balance: We will use a method called “average daily balance (including purchases)”. See your account agreement for more details.

Military Lending Act Disclosures: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate (APR) of 36%. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at (844) 351-4328 to receive disclosures orally.

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

[1] The Periodic Rate (DPR) for the APRs listed in the table above are as follows:

Standard Rate DPR	Cash Advance Rate DPR
14.49% APR (.03970% DPR)	16.49% APR (.04518% DPR)
15.49% APR (.04244% DPR)	17.49% APR (.04792% DPR)
17.49% APR (.04792% DPR)	17.90% APR (.04904% DPR)
17.90% APR (.04904% DPR)	17.90% APR (.04904% DPR)

[2] The Standard Rate Annual Percentage Rate (APR) may vary quarterly. The APR is a variable rate determined quarterly by adding a margin of 7.49% to 13.49%, not to exceed 17.90%, (depending on our review of your application and credit history) to the Prime Rate (Index) which is published in the "Money Rates" column of The Wall Street Journal on the last business day of each calendar quarter. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. Your account shall generally be reviewed periodically to determine the appropriate margin and credit score range, and as otherwise required by law. Changes to your APR will be applied upon notification in accordance with applicable laws and regulations.

Notice: Read and retain this copy of your Agreement and Truth-in-Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement **("Agreement")** cover your GECU Rewards credit card ("Account") with us. In this Agreement, the word "you" and "your" means any person who signs the GECU Rewards credit card Application ("Application") or any person who uses the Card(s). "We," "our," and "us" means GECU Federal Credit Union (GECU), primary address located at 1225 Airway Drive, El Paso, TX 79925. The "Card" means any GECU Rewards credit card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

GECU CREDIT CARD REWARDS PROGRAM: The GECU Rewards credit card program ("Program") is offered by GECU, administered by third-party providers The Members Group, LLC, ("Sponsor"), and managed by Augeo Consumer Engagement Services, LLC ("Administrator"). Participation in the Program is exclusive to those individuals who have a current GECU Rewards credit card issued by us. The Sponsor and GECU reserve the right to disqualify you from participation in the Program and invalidate all Points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor or GECU may make such a determination at its sole discretion. The Program is void where prohibited by federal, state, or local law. GECU, the Sponsor and Administrator reserve the right to cancel the Program, change the terms and conditions of the Program, and change the points required for a reward within the Program, at any time, in accordance with applicable law. Eligibility in the Program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia, or any U.S. Possession or Territory.

For questions, concerns, or complaints concerning the Program, please contact the Administrator's customer service center at 888-715-2593 or visit gecu.com. You should expect a resolution to all inquiries within three (3) business days. The travel redemption center is available Monday through Friday from 9:00 a.m. to 10:00 p.m. ET, Weekends from 9:00 a.m. to 1:00 p.m. ET. Closed New Year's Day, Easter, Memorial Day, Thanksgiving and Christmas.

EXTENSION OF CREDIT: If your Application is approved, we may, at our discretion, establish an 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 us to pay for your Account, all items reflecting credit purchases, balance transfers, convenience checks, and cash advances obtained through use of the Card. Being a member of GECU is necessary to obtain and maintain use of the Card.

NOTE: You must qualify for a minimum credit line of $5,000 to receive GECU Rewards credit card benefits. For a complete description of benefits, please refer to the summary of benefits provided with your new card.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

PROMOTIONS: Periodically, GECU may offer promotions on your GECU Rewards Credit Card, such as balance transfer promotions. The terms of the promotion, including any promotional APR, applicable fees, limitations, and period of the promotion will be provided to you at that time. If a promotional APR is offered, once the promotional APR expires, the remaining balance incurred under the promotion will be subject to the Standard Rate.

CONVENIENCE CHECKS: We may, at our discretion, issue checks to you. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit. We may reject and return unpaid any Convenience Check you write for any reason. Checks used to access your account may not be accepted if made to cash, you, or if presented in a format other than the checks we issue. Convenience checks may not be used to pay off existing debt at GECU.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, convenience checks, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your card and you want to end that person's privilege, you must notify us in writing and, if he or she has a Card, you must return the Card with your written notice for it to be effective.

CREDIT LIMITS: You promise that payments we make for your Account(s) resulting from use of the Card will, at no time, cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion.

TRANSACTION LIMITS: The maximum balance permitted for all cash advance transactions is 50 percent of your credit limit, subject to the terms and limitations outlined herein. Balance transfers between the GECU credit card programs are not permitted.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, balance transfers, and convenience checks made by you or anyone whom you authorize to use the Card or Account; (b) **FINANCE CHARGES** and other charges or fees; (c) collection costs and attorneys' fees as permitted by applicable law and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, 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, balance transfers, convenience checks, over-the-limit fees, late charges, annual fees, **FINANCE CHARGES** and other charges or fees 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) minus (iii). You agree to pay for your Account on or before the Payment Due Date shown on the monthly periodic statement either the entire New Balance or a Minimum Payment equal to any amount, which is at least 2% of the New Balance or $25.00 whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is $25.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty and you may repay any funds advanced, credit extended or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

COST OF CREDIT: You will pay a **FINANCE CHARGE** for all advances made against your Account. **FINANCE CHARGES** for cash advances, balance transfers, and convenience checks begin to accrue on the date of the advance. New purchases will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement or if there was no previous balance. Cash Advances incur a **FINANCE CHARGE** from the date they are posted to your Account.

No additional **FINANCE CHARGES** will be imposed on new purchases shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. For purchases made with your Card, there is at least a 25-day grace period within which the New Balance may be paid without incurring a **FINANCE CHARGE.**

The Periodic Rate portion of the **FINANCE CHARGE** is figured by applying the periodic rate to the "Balance Subject to **FINANCE CHARGE**" which is the "Average Daily Balance" of your Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding new cash advances, balance transfers, and convenience checks, and unless you pay your entire Account Balance in full by the Payment Due Date shown on your previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **FINANCE CHARGES.** This gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the "Average Daily Balance." The Periodic Rate portion of the **FINANCE CHARGE** is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the respective periodic rate to the product. If your periodic rate is computed based on an Index, your periodic rate(s) may vary.

The APR is a variable rate determined quarterly by adding a margin of 7.49% to 13.49%, not to exceed 17.90% APR, (depending on our review of your application and creditworthiness) to the Prime Rate (Index). This Index as published in the "Money Rates" column of The Wall Street Journal on the last business day of each calendar quarter. If the last business day of a calendar quarter falls on a weekend or a holiday, then the Index published on the preceding business day for that month will be used. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. Your account shall generally be reviewed periodically to determine the appropriate margin and credit score range, and as otherwise required by law. Changes to your **ANNUAL PERCENTAGE RATE** will be applied upon notification in accordance with applicable laws and regulations.

The **ANNUAL PERCENTAGE RATE** for purchases, cash advances, balance transfers, or convenience checks in any given billing cycle will be the Index plus the margin as set forth in the Additional Disclosure. The **ANNUAL PERCENTAGE RATES** for purchases, balance transfers,

and convenience checks are referred to as the Standard Rate. The daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** for purchases, cash advances, balance transfers, and convenience checks are set forth in the Additional Disclosure.

For all, purchases, cash advances, balance transfers, and convenience checks, the Standard Rate **ANNUAL PERCENTAGE RATE** will never be greater than 17.90% with a corresponding Standard Rate Daily Periodic Rate of .04904%.

Please note that the terms of your account, including any of the **ANNUAL PERCENTAGE RATES**, are subject to change. Future changes to the **ANNUAL PERCENTAGE RATES** will be in accordance with the Agreement and Disclosure Statement for your account.

PENALTY APR: No Penalty APR.

EMV 3DS SECURE CODE ONE-TIME PASSCODE: By using this service, you are agreeing to the terms and conditions listed below.

1. When making an online transaction that requires a One-Time Passcode (OTP), the OTP will be sent to your mobile phone number already registered in the GECU system via SMS. You must then enter your OTP to complete your transaction on the page of your device's screen when transacting online. Registration for the OTP service is not required. If you are not able to enter the OTP, or authentication via this service fails, the merchant online will reject your card for this transaction. You agree that GECU is not responsible for the rejection by such merchant to accept your card payments because of this.
2. By using this OTP service:
    a. You agree to provide your data required for the transaction authorization process in the use of this OTP service.
    b. You agree to keep the confidentiality of your card number or personal information that you have entered to this service. If you give someone else your passcode, you will be responsible for all claims, losses and other consequences relating to all transactions that have taken place using this service.
    c. You understand that OTP service can be used only for transactions at the merchants online that have 3DS Secure.
    d. You agree that the Credit Union is not liable for losses arising from your failure to comply with these terms and conditions.
    e. You understand that messages and data rates may apply for using this service.
3. To Opt-Out of this service, you must consent to receive the initial SMS message with an OTP by clicking "CONTINUE" in the pop-up window that appears online during a transaction with a participating merchant. When you receive the SMS message, reply "STOP" on your mobile phone. An unsubscribe message will be sent confirming the cancellation, but no more messages will be sent after that one. If you are in the middle of an online transaction when the OTP authentication was prompted and you Opt-Out of this service, your transaction with the merchant will not be processed. After that, if you wish to make an online purchase that triggers OTP authentication, you will not receive a pop-up window seeking your consent to receive an OTP via SMS. Instead, you will receive a failed authentication for those transactions unless you Opt-In again.
4. If you have Opted-Out and decide to Opt-In, text "RESUME" to the same number where you received your one-time passcode. You will then continue to receive a pop-up window online seeking your consent to receive an OTP via SMS when performing digital transactions with merchants using the 3DS Secure Code Service.

LIABILITY FOR UNAUTHORIZED USE: Under Mastercard's® zero liability policy, you will not be liable for an unauthorized transaction, as long as you exercised reasonable care in safeguarding the card from risk of loss or theft, and upon becoming aware, promptly notify our designee orally

or in writing of the loss, theft, or possible unauthorized use at Card Services, Dispute Processing, P.O. Box 10409, Des Moines, IA 50306, Telephone Number 1.800.810.2252. In any case, your maximum liability for unauthorized use of the Card will not exceed $50.00 and you will not be liable for any unauthorized use that occurs after you notify our designee of the address or telephone number above.

SKIP PAYMENT OPTION: We may designate a billing period in which you will have an option to skip a payment or pay less than the Minimum Payment Due. If you exercise this option, **FINANCE CHARGES** will accrue based on your "Average Daily Balance" as described in the GECU Rewards Credit Card Agreement and Disclosure Statement.

CREDITING OF PAYMENTS: Payments made on your Account at the address designated for payment on the monthly periodic statement or in-person payments at a branch made prior to the close of business will be credited on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. Payments on your Account will be applied first to collection costs, then to any **FINANCE CHARGE** and to other fees due, and then to the unpaid principal balance as required by law. We reserve the right to withhold credit availability on any payment. Interest paid or agreed to be paid shall not exceed the maximum amount of interest permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

ATM TRANSACTIONS: When you conduct a transaction at an ATM, you may be charged a fee by the ATM operator or any network used to complete the transfer, which may include GECU owned ATMs.

LATE PAYMENT FEE: If a payment is 10 days or more past due, you will be charged a Late Payment Fee up to $25. If your minimum payment is less than $25, the Late Payment Fee will be equal to your minimum payment.*

ANNUAL FEE: No Annual Fee.

OVER-THE-LIMIT FEE: No Over-the-Limit Fee.

RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee up to $25 if any payment you send us is returned unpaid for any reason. We will charge you this fee each time any payment is returned unpaid, even if it is paid upon resubmission. If your minimum payment is less than $25, the Returned Payment Fee will be equal to your minimum payment.*

***MULTIPLE FEES:** In the event that the Late Payment Fee and the Returned Payment Fee apply concurrently, we will not charge you more than one fee for a single event.

OTHER FEES:

Convenience Check Fee $4.00
Duplicate Statement Fee $5.00
Expedited Card Fee.....$29.50
Balance Transfer Stop Payment Fee..... $25.00
Telephone Operator Assistance Fee
(for expedited service) $5.00

SECURITY: YOU GRANT THE CREDIT UNION A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE AND UNDER ANY COMMON LAW RIGHTS THE CREDIT UNION MAY HAVE IN ANY GOODS YOU PURCHASE. YOU SPECIFICALLY GRANT US A

SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. SHARES AND DEPOSITS IN AN INDIVIDUAL RETIREMENT ACCOUNT (IRA) OR ANY OTHER ACCOUNT THAT WOULD LOSE SPECIAL TAX TREATMENT UNDER STATE OR FEDERAL LAW IF GIVEN AS SECURITY ARE NOT SUBJECT TO THE SECURITY INTEREST YOU ARE GIVING. COLLATERAL SECURING OTHER LOANS WITH US MAY ALSO SECURE PAYMENTS FOR YOUR ACCOUNT UNDER THIS AGREEMENT. YOU MAY WITHDRAW THESE OTHER SHARES UNLESS YOU ARE IN DEFAULT. WHEN YOU ARE IN DEFAULT, YOU AUTHORIZE US TO APPLY THE BALANCE IN THESE ACCOUNTS TO ANY AMOUNTS DUE. FOR EXAMPLE, IF YOU HAVE AN UNPAID CREDIT CARD BALANCE, YOU AGREE WE MAY USE FUNDS IN YOUR ACCOUNT(S) TO PAY ANY OR ALL OF THE UNPAID BALANCE. YOU ACKNOWLEDGE AND AGREE THAT YOUR PLEDGE DOES NOT APPLY DURING ANY PERIODS WHEN YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. FOR CLARITY, YOU WILL NOT BE DEEMED A COVERED BORROWER, AND YOUR PLEDGE WILL APPLY, IF: (I) YOU ESTABLISHED YOUR CREDIT CARD ACCOUNT WHEN YOU WERE NOT A COVERED BORROWER; OR (II) YOU CEASE TO BE A COVERED BORROWER.

UNLESS OTHERWISE PROHIBITED BY FEDERAL AND/OR STATE LAW, COLLATERAL SECURING OTHER LOANS YOU HAVE WITH THE CREDIT UNION MAY ALSO SECURE THIS LOAN, EXCEPT THAT A DWELLING WILL NEVER BE CONSIDERED AS SECURITY FOR THIS ACCOUNT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENT.

EARNING POINTS: You will earn ("Points") for all purchases of eligible goods and services using your Rewards Card. Points are earned at a rate of 1.5 point per $1 spent on qualifying purchases. The calculation for Points earned is based on whole dollars and is rounded to the nearest whole dollar, i.e. $21.25 = $21 = 31.5 points; $49.51 = $50 = 75 points). There is no limit to the number of Points you can earn in a billing cycle or within a Program year. The Program year is based on the month of the Program registration (i.e. account opening).

Points accumulated for other products or services are determined at the sole discretion of the Sponsor and GECU. GECU reserves the right to amend the types of purchases that qualify to earn points, to include special Reward Promotions that the Credit Union may offer from time to time. Cash advances, balance transfers, ATM transactions, and transactions with the use of convenience checks are not eligible to earn points. To be eligible to earn Points, your account(s) must be open (meaning not closed, canceled or terminated for any reason) and the Rewards Card cannot be delinquent and/or over the limit.

Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns, and adjustments) charged to your Rewards Card during each day. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the Point value of the transaction may be deducted from the Point total during the dispute period. If the transaction is reinstated, points will be reinstated.

If more than one card has been issued for the same account, the Points earned from each card will automatically be pooled together into one available Point balance.

Points may not be combined with any other loyalty/frequency reward program that is not managed by the Sponsor and GECU.

The Sponsor and GECU reserve the right to award bonus Points for any activity or condition it decides, to include awarding bonus points for promotional periods to qualifying cardholders. Points are not your property and cannot be bought, sold, or transferred in any way (including upon death or as part of a domestic relations matter). Points are tracked and redeemable on first -in, first-out basis. Refer to the redemption website (gecu.com) for point expiration details. GECU, the Sponsor and Administrator shall have no liability for disagreements with you regarding points. The Sponsor's decisions regarding Point discrepancies shall be final.

REDEEMING POINTS: At the Sponsor's and GECU's option, redemption of points may be restricted, limited, expired or cancelled at any time without prior notice. To redeem points, visit the redemption website (gecu.com) or call the member service department at 1.888.715.2593. To be eligible to redeem Points, your account(s) must be open (meaning not closed, canceled, or terminated for any reason) and the Rewards Card cannot be delinquent and/or over the limit.

Points are deducted from your point balance as soon as they are redeemed. Points must be redeemed by you, but can be used to provide a reward for another person of your choice.

You agree to release GECU, the Sponsor and Administrator and each of their vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by you associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without you, in connection with the receipt, ownership, or use of any reward. GECU, the Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.

You are responsible for determining any tax liability arising from participation in the Program. Consult a tax advisor concerning tax consequences.

Please see the Programs' website at gecu.com for additional information concerning the rewards options available and the terms and conditions surrounding those offers. Other fees may apply at the time of point redemption depending on the category of reward you select for point redemption.

EXPIRATION AND FORFEITURE OF POINTS: Points will expire three years (3) from earning and the oldest Points will expire first (i.e. first in, first out). Points will expire on the billing cycle date within the month of expiration. Points will be forfeited if your Account is closed, revoked, frozen, delinquent and/or over the limit, or if you are in bankruptcy.

DEFAULT: You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with us; (3) if you are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money maintained with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

ACCELERATION: If you are in default, without notice to you, we may accelerate your debt and call any amounts you owe immediately due and payable, plus **FINANCE CHARGES** which shall continue to accrue until the entire amount is paid. If you default on your Account you authorize us to transfer the balance of your Account to another linked account of yours. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. 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 **FINANCE CHARGES** and other related charges. We may change the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law.

CLOSING AN ACCOUNT AND CONTINUATION OF CERTAIN TERMS OF THIS AGREEMENT: We may close or suspend your Account at any time without prior notice. You may also close your Account by notifying us. Once your account is closed, (A) you may not make any new transactions, and you must destroy all Cards and Convenience Checks; and (B) you must repay any outstanding balance pursuant to the Terms of this Agreement. Closing the Account will not prevent transactions from being added to the Account and you will remain liable for all unpaid balances including transactions made or processed after the date the Account is closed.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at our primary address shown in the Terms of this Agreement section of this Agreement. Please include your name, address, home telephone number and Account number.

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.

ILLEGAL TRANSACTIONS: You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction that 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 that 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 GECU FOR YOUR ILLEGAL USE OF THE CARD AND TO INDEMNIFY AND HOLD GECU AND MASTERCARD® INTERNATIONAL, INCORPORATED HARMLESS FROM AND AGAINST ANY LAWSUIT, OTHER LEGAL ACTION OR LIABILITY THAT RESULTS DIRECTLY OR INDIRECTLY FROM SUCH ILLEGAL USE.**

FOREIGN CURRENCY CONVERSION: If you effect a transaction with your Mastercard card in a currency other than U.S. dollars, Mastercard International will convert the charge into a U.S. dollar amount. Mastercard International will use its currency-conversion procedure, which is disclosed to institutions that issue Mastercard cards. Currently the currency-conversion rate used by Mastercard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency-conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. You agree that you will not cause or allow the Card to be used in any manner or for any transaction that we believe poses an undue risk or illegality and we may refuse to authorize any such use or transaction. You agree that any illegal use of the Card will be deemed an act of default under this Agreement.

Foreign Transaction Fee: Foreign transaction fees may apply for three types of transactions:

1. Any card purchases you make or that are processed outside the U.S., or where the retailer/merchant is located outside of the U.S.;
2. Any ATM cash withdrawals made or processed in foreign countries and foreign currencies; or
3. Any online purchases from a non-U.S. retailer/merchant that uses an overseas bank to process transactions;

GECU assesses a foreign transaction fee as set forth in the Fees and Charges section above.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. You understand that this Agreement is performable in the country and state of the aforementioned credit union in this Agreement, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the state in which the aforementioned credit union is primarily located. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. 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. We can accept late payments or partial payments, or check or money orders marked "payment in full" without losing any of our rights under the Agreement. We can also delay enforcing any of our rights under this Agreement without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT:
By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

GECU, 1225 Airway, El Paso, TX 79925 issues your credit card under this Agreement.

WHAT TO DO IF THERE IS AN ERROR ON YOUR STATEMENT

NOTICE OF 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 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, provide us with the following information: (a) your name and account number; (b) the dollar amount of the suspected error; (c) a description of 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 credit card bill automatically from your GECU checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) 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 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 bill you for the amount you question, including **FINANCE 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 **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE 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 10 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 $50.00 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 we own or operate the merchant or mailed you the advertisement for the property or services.

GECU MEMBER SERVICE: Call 1.800.810.2252, 24 hours a day, seven days a week. (Please have account information available).

California residents: Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

***Florida Residents*: You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.**

Maryland Residents: To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Missouri Residents: **Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.**

Nebraska Residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

New York Residents: New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Department of Financial Services: 1-800-342-3736 or www.dfs.ny.gov.

New York and Vermont residents: At any time, we may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

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.

South Dakota Residents: If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

Utah Borrowers: This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by

Married Wisconsin residents: No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree,or has actual knowledge of its terms, before the credit is granted or the account is opened.

Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.