PrimeWay VISA Additional Disclosures

These Additional Disclosures are incorporated by reference into your ***PrimeWay*** Visa Credit Card Agreement and Disclosure Statement. Please retain this document with your Credit Card Agreement and Disclosure Statement for future reference.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	**9.49%- 14.99%** APR This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	**17.95%** APR
Penalty Rate 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 interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
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 Federal Reserve Board at **http://www.federalreserve.gov/creditcard.**

Fees	
Annual Fee	**None**
Transaction Fees • Foreign Transaction	Up to **1%** of each transaction in U.S. dollars.
Penalty Fees • Late Payment • Returned Payment	Up to **$25** Up to **$25**

Revised 07/01/2013

Federally Insured by the NCUA.

Credit Card Agreement and Disclosure Statement for Your PrimeWay FCU Visa Account

Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference. Your agreement to these provisions, as amended from time to time will be shown by your application for the card, your signature on the credit agreement, your acceptance of the card, or your use of the card, whichever occurs first.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement ("Agreement") covers your MasterCard® Account ("Account"). In this Agreement, the words "you" and "your" mean any person who signs the application or uses the Card. "We," "our," and "us" mean PrimeWay Federal Credit Union, the issuer of your Visa or its successors. The "Card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use of the Card" means the use of the Card by 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.

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 and cash advances obtained through use of the Card.

JOINT APPLICANT LIABILITY: If more than one person signs the application, 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 himself or 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.

CONVENIENCE CHECKS: We may issue checks at our discretion that may be used for any purpose other than making a payment for credit to your Account. 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 that would cause the outstanding balance in your Account to exceed your credit limit. Charges that apply in connection with the use of Convenience Checks are set forth in the Additional Disclosures, which are incorporated by reference into this Agreement and will be provided to you after your application has been approved. Convenience Check Charges will be assessed at the time they are incurred.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and cash advances made by anyone you authorize to use your Account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Account 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 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. Cash advances are limited to 50% of your credit limit. If you exceed your credit limit, we can still charge you for all purchases and advances without giving up any of our rights. If you write a Convenience Check that causes you to exceed your credit limit, we are under no obligation to pay such check, and it may be returned to the payee unpaid at our option.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, balance transfers, and cash advances made by you or anyone whom you authorize to use the Card or Account; (b) INTEREST CHARGES and other charges and fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle 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, balance transfers, purchases, Late Payment Fees, INTEREST CHARGES, and other charges and 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 on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is at least 1% of the New Balance or $25 whichever is greater, plus current fees and INTEREST charges, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is $25 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. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

COST OF CREDIT: You will pay an INTEREST CHARGE for all advances made against your Account. INTEREST CHARGES for cash advances begin to accrue on the date of the advance. New purchases, including balance transfers, will not incur an INTEREST CHARGE on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance. The Payment Due Date will be not less than 25 days from the billing cycle closing date shown on your statement. No additional INTEREST CHARGE will be imposed on purchases whenever you pay the Account in full on or before the Payment Due Date reflected on your statement.

The ANNUAL PERCENTAGE RATE for all purchases and balance transfers is variable and may increase. The ANNUAL PERCENTAGE RATE is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the last business day of the calendar month and is subject to change monthly. Any change in the Index will be effective on the first day of the billing cycle following the date of the change. An increase in the Index will result in an increase in the Daily Periodic Rate, which in turn, may result in higher payments. The ANNUAL PERCENTAGE RATE for all advances in any given billing cycle will be the Index plus a margin. Your specific margin, initial Daily Periodic Rate, and corresponding ANNUAL PERCENTAGE RATE are set forth in the Additional Disclosures, which will be provided to you after your application is approved.

The ANNUAL PERCENTAGE RATE for all cash advances is fixed at 17.95% ANNUAL PERCENTAGE RATE.

In addition to the variable-rate aspects of your Account, for all Card types except for the Share Secured Card Account, the ANNUAL PERCENTAGE RATE for all advances is also based on certain creditworthiness criteria. Except for the Share Secured Card Account, after your Account has been open for at least one year, we may review your creditworthiness from time to time, including when you request a credit limit increase, and adjust the periodic rate and ANNUAL PERCENTAGE RATE for your Account by notifying you in accordance with applicable law. If your ANNUAL PERCENTAGE RATE is changed based on your creditworthiness, your margin for all advances will be adjusted. The current range of periodic rates and ANNUAL PERCENTAGE RATES applicable to your Account based on the current Index are set forth in the Additional Disclosures. Increases in your ANNUAL PERCENTAGE RATE due to changes in your creditworthiness will remain in effect for at least six months and may remain in effect indefinitely. Any change in your ANNUAL PERCENTAGE RATE due to changes in your creditworthiness will only apply to advances made after the effective date of the change. Balances existing before the effective date of the change will remain subject to the ANNUAL PERCENTATE RATE in effect before the date of the change until paid in full.

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

CASH ADVANCE FEE: If your Account features Cash Advance Fee, the amount of the Cash Advance Fee is set forth in the Additional Disclosure.

LATE PAYMENT FEE: If we do not receive your required Minimum Payment within ten (10) days of the Payment Due Date, we may charge you a Late Payment Fee as set forth in the Additional Disclosures.

RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee as set forth in the Additional Disclosures each time you send us a payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

Late Payment Fees and Returned Payment Fees will be added to the balance of your Account and treated as a purchase.

ANNUAL FEE: If your Account features an Annual Fee, an Annual Fee as set forth in the Additional Disclosures will be charged to your Account on or around the anniversary date of the opening of your Account. The Annual Fee will be charged each year your Account is open or has a balance due, even if charging privileges have been terminated.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should call us immediately at:

(713) 799-6200 or (800) 442-4757

You may also write us at:

PrimeWay Federal Credit Union
P.O. Box 53088
Houston, TX 77052-3088

Although you may write to notify us of unauthorized use, calling us immediately at the telephone number(s) above is the best way to keep your possible losses down.

Under MasterCard's zero liability policy, you will not be liable for any unauthorized use of your Visa once you notify us orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with your Card; (2) you have not reported two or more incidents of unauthorized use of your Card within the previous 12 months; and (3) you have maintained your Account in good standing. MasterCard's zero liability policy does not apply to cash advances obtained at an ATM.

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.00.

CREDITING OF PAYMENTS: We do not charge for payments made by regular mail service or other standard payment methods we offer. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. You may submit payments by mail to our designated address, by telephone through any expedited payment service we may offer, by Internet through any payment service we may offer, and at any of our branch offices. All payments made on your Account at the address designated for payment on the monthly periodic statement or through other approved payment methods will generally be applied to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, your payment may not be credited until the first business day following receipt. All payments on your Account will be applied first to collection costs, then to any INTEREST CHARGE and other fees due, and then to the unpaid principal balance. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD THAT YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.
Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving.

ADDITIONAL SECURITY: If you have other loans with us, now or in the future, collateral securing those loans may also secure your obligations under this Agreement. You understand that you should read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and any other agreements you have with us.

DEFAULT: You will be in default: (i) if you fail to make any payment on time; (ii) if you exceed your authorized credit limit; (iii) if you fail to keep any promises you have made under this or any other agreement with us; (iv) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (v) if anyone tries, by legal process, to take any of your money maintained with us; (vi) if you have given us false or inaccurate information in obtaining your Card; (vii) if we reasonably believe that you are unable or unwilling to repay your obligations to us; (viii) if you do not act or fail to do any act which the Credit Union believes endangers your ability to repay what you owe, including but not limited to, leaving your current employment, or (ix) if you fail to report the Card lost or not in your possession.

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 INTEREST CHARGES that will continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intent to accelerate and right to notice that your debt has been accelerated. You agree that, once you are informed by the Credit Union or its designee that your Account is in default, you will not attempt to make further cash advances or purchases on the Account.

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.

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. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at PrimeWay Federal Credit Union, P.O. Box 53088, Houston, TX 77052-3088. Please include your name, address, contact telephone number, and Account number, and identify the information you believe is in error. If your notification relates to an alleged incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

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 INTEREST CHARGES and other related charges. We may add to, change, or delete the terms of this Agreement, including the Daily Periodic Rate and ANNUAL PERCENTAGE RATE, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or obtain a cash advance after having been given notice of a change in terms, you agree that, to the extent permitted by law, the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

ILLEGAL TRANSACTIONS: You may not use your Card or Account 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 us for your illegal use of the Card and to indemnify and hold us Visa International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your MasterCard, Visa International Incorporated will convert the charge into a U.S. dollar amount. Visa International will use its currency conversion procedure, which is disclosed to institutions that issue Visa cards. Currently the currency conversion rate used by Visa International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by Visa International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. We will charge a Foreign Transaction Fee of up to 1% in U.S. dollars on all international purchase, cash disbursement, and Account credit transactions, even if there is no currency conversion. There is no grace period in which to repay an international transaction in order to avoid the assessment of the Foreign Transaction Fee.

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 the validity, construction, and enforcement of this Agreement is governed by the laws of the State of Texas to the extent not preempted by applicable federal law, and it is performable in Harris County, Texas. 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 checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them. 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. You promise not to obtain an advance or credit extension under this Agreement if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your creditworthiness, credit standing, or credit capacity.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By signing an application for the Card or 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.

PrimeWay Federal Credit Union, P.O. Box 53088, Houston, TX 77052-3088 issues your credit card under this Agreement.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

PrimeWay Federal Credit Union
Attn: Credit Card Department
P.O. Box 53088
Houston, TX 77052-3088

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

  If you receive our explanation but still believe your statement is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

  If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

PrimeWay Federal Credit Union
Attn: Credit Card Department
P.O. Box 53088
Houston, TX 77052-3088

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.

CUSTOMER SERVICE: (800) 442-4757 - 24 hours a day/7 days a week. (Please have Account information available).