

# CARDHOLDER AGREEMENT AND DISCLOSURE



EFFECTIVE SEPTEMBER 1, 2024

## CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR VISA® CREDIT CARD ACCOUNT

This Cardholder Agreement and Disclosure together with the Account Opening Disclosure and any subsequent documents provided to you related to this Account (this “Agreement”) govern the terms and conditions of your Visa Credit Card Account (“Account”) with us. This Cardholder Agreement and Disclosure supersedes all previous versions of any Cardholder Agreement and Disclosure provided to you. In this Agreement, the words “you”, “your”, and “cardholder” mean any person who applies for a Card Account or anyone you authorize to use your Account. “We,” “our,” and “us” mean Advancial Federal Credit Union (“Advancial”) and its successors and assigns. In this Agreement, any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction so require. In this Agreement, the word “Card” means any Visa credit card and any other access devices, duplicates, renewal or substitutions issued to you or to those designated by you under the terms of this Agreement. If you sign an application for a Visa Account under this Agreement or sign or use any Visa Card or Account issued, or allow others to use your Card or Account, you agree to all of the following terms and conditions:

**1. General.** You authorize us to pay for your Account items representing the following transactions: (a) charges for purchases of goods and services made using the Card, (b) cash advances in any of the following forms: (i) cash advances obtained from financial institutions, automated teller machines, or others through use of the Card, or (ii) check advances obtained through using special checks (Convenience Checks) to access your Account, which such checks will be treated as cash advances under this Agreement and may not be used to pay your Account or any other loan with us, and (c) balance transfers requested by you orally and in writing, subject to our security procedures. You agree that we may verify the authenticity of balance transfer requests using our security procedures in place at the time of any such request.

**2. Credit Limit.** You will be advised of the credit limit applicable to your Account. We may, from time to time at our discretion, increase, decrease, conditionally restrict, or withdraw your credit limit. You promise not to allow your outstanding balance to exceed your credit limit as disclosed at issuance or as adjusted from time to time at our discretion. If you exceed your credit limit, we can still

charge you for all purchases and advances without giving up any of our rights. We do not have to pay any purchase or advance which would cause the outstanding balance in your Account to exceed your credit limit. If you write a Convenience Check which 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.

**3. Convenience Checks.** We may at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account or any other loan or overdrawn account with us. 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 refuse to pay a convenience check for any reason and such refusal will not be deemed as wrongful dishonor. Please refer to the Account Opening Disclosure, attached and incorporated into this Agreement, for additional charges that apply in connection with the use of Convenience Checks.

**4. Joint Applicant Liability.** If the Account is issued to you and others as a joint Account, each use of your Account shall be an extension of credit to all, and each of you shall be jointly and severally liable for all charges made to the Account, including applicable fees, even if only one of you uses the Account. In addition, you agree that each of you designates the other as agent for the purpose of making purchases, obtaining advances extended, or making a balance transfer under this Agreement. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future charges for purchases, cash advances, and balance transfers at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

**5. 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 will be liable for all actual, implied or apparent authorized use of your Account. You promise to pay for all charges for purchases, cash advances, and balance transfers 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 let us know in writing and if he or she has a Card, you must return that Card with your written notice for it to be effective. Each user of your Account may sign the



Convenience Checks without the signature of any other party to this Agreement.

**6. Removal of Joint Cardholder.** At the Credit Union's discretion, if a joint cardholder is removed from the Account, the Account may be closed and the remaining cardholder(s) must reapply for a new Card Account in order to retain credit card privileges.

**7. Promise to Pay.** You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone you authorize to use the Card or Account, (b) **INTEREST CHARGES** and other charges and fees, and (c) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle, you will be furnished a periodic statement showing, among other things, the amount of all purchases, cash advances, balance transfers, fees, and **INTEREST CHARGES** posted to your Account during the billing cycle, together with all payments and credits posted to your Account. The periodic statement will also show the balance owed as of the end of the billing cycle. The balance owed will be designated as the "New Balance" on the periodic statement.

You agree to pay on or before the "Payment Due Date" shown on the front of the periodic statement, at your option, either (a) the entire "New Balance", or (b) the "Minimum Payment Due" which includes a minimum payment equal to an amount which is at least 3% of the "New Balance" or \$18.00, whichever is greater, plus any amount in excess of the credit limit established by us, plus any past due minimum payments. If any "New Balance" is \$18.00 or less, it shall be paid in full. You may make extra payments in advance of the due date without penalty, and you may repay any monies advanced, credit extended, or amount outstanding at any time without 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. We may delay replenishing your credit limit until your payment has cleared.

**8. Cost of Credit.**

**a. Balance subject to and rate of INTEREST CHARGE** – The Standard Rate Daily Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE ("APR")** for your Account are set forth in the Account Opening Disclosure. We impose interest on your Account using the average daily balance method (including new

transactions). We calculate interest charges each billing period by first figuring the daily balance for each category. Categories include purchases, cash advances, and balance transfers. Your category balances are shown on your Account statement.

We figure the daily balance for each category by first calculating a separate daily balance for each category balance on your Account. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period, which includes any unpaid interest charges on that balance. To the beginning balance, we add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the transaction date or the first day of the billing period in which the transaction or fee posted to your Account. We subtract any new credits and payments. We make other adjustments including those adjustments required in the "How to Avoid Paying Interest" section of the Account Opening Disclosure.

To calculate your interest charges, for each category balance, we add up all the daily balances and divide by the number of days in the billing cycle. This gives us the average daily balance for that balance. To calculate the total interest for each category balance, we multiply the average daily balance by its daily periodic rate and the number of days in the billing cycle. To get a daily periodic rate, we divide the APR that applies to the category balance by 365. (366 if a leap year). You authorize us to round interest charges to the nearest cent.

We add balance transfer fees to the applicable balance transfer category. We add cash advance fees to the applicable cash advance category. We add all other fees to the purchase category.

**b. Grace Period and When INTEREST CHARGE Begins to Accrue** – We will not charge you interest on new purchases if you pay the Account balance attributable to those purchases by the due date each month. New purchases are purchases that first appear on the next Account statement. Interest will continue to accrue each day on purchases that appeared on previous Account statements until you pay the Account balance attributable to those purchases in full. We will begin charging interest on cash advances and balance transfers on the transaction date. The accrued interest will be billed in the next billing cycle.

How we apply payments may impact your grace period. If you do not pay the Account balance attributable to the new



purchases and balance transfers in full each month, then, depending on the balance to which we apply your payment, you may pay interest on new purchases and balance transfers.

**c. Periodic Review of Creditworthiness and APR Adjustments** – Except for Dinero Visa and Savings Secured Visa Accounts, the Standard Rate Daily Periodic Rate and corresponding **APR** for all advances is based on certain creditworthiness criteria. 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 Standard Rate Daily Periodic Rate and corresponding **APR** for all advances within the range set forth in the Account Opening Disclosures. If we increase your Standard Rate **APR**, we will notify you in accordance with applicable law. Increases in your Standard Rate **APR** will remain in effect for at least six months and may remain in effect indefinitely. Any increase in your Standard Rate **APR** will only apply to advances made after the effective date of the change. Advances made before the effective date of a Standard Rate **APR** increase will remain subject to the **APR** in effect before the date of the change.

**9. Default.** You will be in default: (a) if you fail to make any payment on time; (b) if you fail to keep any promises you have made under this Agreement or any other agreement with us; (c) if you are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy); (d) if anyone tries, by legal process, to take any of your money kept with us; (e) if you have given us false or inaccurate information in obtaining your Card or in any credit update; (f) if you die; (g) if you exceed your authorized credit limit; or (h) if anything happens which we reasonably believe endangers your ability to repay what you owe.

**10. Acceleration.** If you are in default, we may, without prior notice to you, call any amounts you still owe immediately due and payable plus **INTEREST CHARGES** which shall continue to accrue until the entire amount is paid. The Card remains our property at all times, and you agree to immediately surrender the Card and any unused Convenience Checks on our 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. You expressly waive presentment, demand, notice of intention to accelerate, and notice of acceleration of the maturity of any amounts owing under this Agreement.

**11. Denial of Card Services.** We may terminate or restrict your Card services if you are in default or cause us a loss under this Agreement or any other obligation you have to us, or if you are abusive in the use of your Card, Account, or any other accounts or services with us. In certain circumstances, Card services may be reinstated if any delinquency, loss, or abuse is subsequently cured.

**12. Termination or Changes.** We can, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from the use of the Card, Account, or Convenience Checks as well as **INTEREST CHARGES** and other related charges. Subject to applicable law, we have the right to add to, change, or delete any of the terms of this Agreement, including the periodic rate, at any time by written notice. If you use your Card or Account to make a purchase, obtain a cash advance, or make a balance transfer after having been given notice of a change in terms, that use will constitute your agreement to the changes and you agree that, to the extent permitted by law, the existing balance of your Account at the time of that use will be subject to the new terms, as well as subsequent uses.

**13. Late Payment Fee.** We may assess a Late Payment Fee in an amount as set forth in the Account Opening Disclosure if your "Minimum Payment Due" is not received within 10 days of your payment due date. In no event will the amount of the Late Payment Fee exceed the amount of the required minimum payment for the applicable statement period.

**14. Returned Payment Fee.** If you send us a check or other form of payment for your Account and the check or payment is not honored, you may be charged a Returned Payment Fee in an amount as set forth in the Account Opening Disclosure. In no event will the amount of the Returned Payment Fee exceed the amount of the required minimum payment for the applicable statement period. If a Convenience Check is returned, you will be charged a fee for each returned check per presentment as set forth in the Account Opening Disclosure.

**15. 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:

800.322.2709 or 214.880.0141



You may also write us at:

Advancial  
10000 N. Central Expy., Ste. 1400  
Dallas, TX 75231-2319

Although you may write to notify us of unauthorized use, calling us immediately at the telephone numbers above is the best way to keep your possible losses down. Under Visa's zero liability policy, you will not be liable for unauthorized use of your Card once you notify us orally or in writing of the loss, theft or possible unauthorized use. Visa's zero liability policy does not apply if you are negligent or fraudulent in the handling of your Account or your Card, nor does it apply to transactions not processed by Visa. 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. "Unauthorized use" does not include transactions made by a joint cardholder, even if the joint cardholder exceeds the authority given by the primary cardholder, or transactions made by a person authorized to transact business on the Account.

**16. Change of Address and Other Information.** If you move, you must promptly give us your new address so we may change our records. You agree to write your new address on that portion of the monthly statement returned with your payment, or, if you pay electronically, by way of our payment website. You also agree to notify us promptly of any change in your name, mailing address, email address, telephone number or place of employment.

**17. Crediting of Payments.** We do not charge for payments made by mail or any other standard payment methods we have approved. We accept payments at (i) our branch offices, (ii) at the address given on the front of your monthly statement, and (iii) electronically through our online and mobile banking services. Payments received by these methods will be credited on the date of receipt. Payments not received by these methods may be subject to a delay in crediting of up to five days. A payment submitted in the form of a check may be converted to an electronic transaction through procedures established by the National Automated Clearing House Association (NACHA). If this occurs, the funds may be withdrawn as soon as the same day we receive the check. The original check will not be retained, but a copy will be available on request. To the extent permitted by applicable law, all payments on your Account will be applied first to

collection costs (if applicable) then to any **INTEREST CHARGES** and applicable fees due, and the remainder to the unpaid balance. If your payments exceed the Minimum Payment due shown on your current periodic statement, we will generally apply the excess amounts first to the balances subject to the highest interest rate, if applicable. This will result in balances with higher **APRs** being paid before any other existing balances.

**18. Non-Waiver.** We can accept late payment(s) or partial payment(s) or check(s) or money order(s) 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.

**19. Stop-Payment Orders.** Our rules for stopping payment on our ordinary checks apply to stopping payment on your Convenience Checks. If you request a stop payment or renewal of a stop payment order, you will be charged a fee for each request. The fee will be the same as the current fee for all of our checking accounts.

**20. Post-Dated Checks.** You agree not to write post-dated Convenience Checks, and you further agree to hold us harmless from any and all losses and liability incurred due to the inadvertent payment by us of a post-dated Convenience Check written by you.

**21. Conforming Charges to Applicable Law.** Notwithstanding any other provisions contained in this Agreement, we do not intend to charge and you shall not be required to pay any amount of **INTEREST CHARGE** or other fee or charge that is in excess of the maximum permitted by applicable law. Any payments in excess of the maximum shall be refunded to you or credited against your principal balance at our option.

**22. Security for this Account.** To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the Account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your Account you grant us a specific pledge of your Credit Union shares as provided below.





**23. Pledge of Share Account(s).** 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 or access device for your Account, which 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. You authorize us to apply the balance in these accounts to any amounts due to us if you are in default.

**24. 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. Please read any security agreement you sign in order to determine if the collateral also secures your obligations under this Agreement and other agreements you have with us.

**25. 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 Advancial Federal Credit Union, 10000 N. Central Expy., Ste. 1400., Dallas, TX 75231-2319. Please include your name, address, telephone numbers and Account number.

**26. Illegal Transactions.** You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or your Account 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 or Account and to indemnify, defend, and hold us and Visa International, Inc. harmless from and against any lawsuits,

other legal action, claims or liability that results directly or indirectly from such illegal use.

**27. International Transactions.** Purchases and cash advances made in foreign currencies will be charged to your Account in U.S. dollars. If you effect an international transaction with your Visa Card or through your Account, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

**28. Visa Emergency Services.** If you request and we agree to provide Visa Emergency Services, you acknowledge that we may provide personal data concerning you to Visa U.S.A., its Members, or their respective contractors for the purpose of providing you with Visa Emergency cash and emergency Card Replacement Services, and you consent to the release of your information for these purposes.

**29. Advancial Rewards Program.** With the Advancial Rewards Program, you can earn rewards points when you purchase eligible goods and services with your Card. Accumulated points may be redeemed for many valuable reward options. The Advancial Rewards Program is subject to separate Terms and Conditions provided separately.

**30. Telephone Monitoring and Contacting You.** To ensure quality service, you agree that we, our agents, and our service provider may monitor and/or record any telephone communications with you. By providing your telephone numbers to us, including any mobile telephone number, you represent that you are the subscriber and/or customary user of such telephone numbers. To the extent permitted by applicable law, you agree that we, our agents, and/or service provider may contact you for any purpose (including collection purposes) at any telephone number or email address you have provided to us, or from which you call or email us, or which we have obtained and at which we believe you can be contacted. We may contact you by voice, text, email, or any other available means. Voice calls and text messages may be made by using any available technology such as an auto-dialer and/or a prerecorded or artificial voice. Message and data rates may apply. If you change, cancel, or reassign any of your telephone numbers or email addresses, you agree to notify us promptly. You will hold us harmless for any misrepresentation or non-compliance with the terms of this section.



**31. Skip-a-Payment.** We may from time to time and at our option offer you the opportunity to skip a payment. If you decide to skip a payment, **INTEREST CHARGES** will continue to accrue on the balance in the Account at the applicable periodic rate in accordance with this Agreement, and the payment terms applicable to the Account prior to the skipped payment will automatically resume in the month immediately following the month in which you have skipped a payment.

**32. Military Covered Borrowers.** If you are a member of the Armed Forces or a dependent of any such member covered by the federal Military Lending Act, 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 of 36 percent. 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). To receive an oral disclosure of the foregoing and information concerning your payment obligation under this Agreement, please call 800.322.2709. The Promise to Pay section of this Agreement also sets forth the terms of your payment obligation.

**33. Continuation of Credit.** We may from time to time request personal information from you for the purpose of updating your credit status according to normal credit procedures. Your failure to provide such information when requested by us may result in suspension of your credit privileges under this Agreement, including your ability to obtain any future advances by any means.

**34. Refusal to Authorize Transactions.** We may decline any transaction on your Account for any of the following reasons: (i) operational reasons, (ii) if your Account is in default (including exceeding your credit limit) or you are delinquent on any obligation owed to us, (iii) suspected fraudulent or unlawful activity, or (iv) any other reason we choose. We may decline to advise you why we have denied a transaction. If we identify suspicious activity on your Account, we may suspend your Account until we can verify the activity or we may close your Account for your protection. We reserve the right to limit the number of transactions that may be authorized in one day.

In addition, we reserve the right to deny transactions or authorizations from merchants whom we believe may be engaging in Internet gambling or are connected to internet gambling. We are not responsible for the refusal of any merchant, financial institution, or ATM to honor your Card and Convenience Checks issued on your Account

**35. Additional Provisions.** Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that if any part of the Agreement is found to be invalid, it will in no way affect the remainder of the Agreement. The validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Texas to the extent not preempted by federal law. We extend credit to you from the State of Texas, regardless of where you live or use your Card or Account. We may delay enforcing our rights under this Agreement without losing them. If we waive our rights in any circumstance, we do not waive them in the future.

We do not warrant any merchandise or services purchased by you with the Card or your Convenience Checks. 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 or your Convenience Checks.

You may not transfer or assign your Account or this Agreement to another person. We may assign or transfer your Account, your Account balance, or this Agreement to another person who will have all of our rights hereunder. This Agreement is binding on your heirs, devisees and legal representatives.

If you have authorized a merchant to bill charges to your Account on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced or terminated, your Account information such as Card number or expiration date changes, or your Account is closed.

You authorize us to access and obtain your credit report for any permissible purpose under the Fair Credit Reporting Act, including, but not limited to, verifying your identity and use of the Account or for any update, increase, renewal, extension, collection, or review of your Account. We may reduce your credit limit or refuse to extend new credit as a result of periodic review of your creditworthiness.



**36. California Residents.** A married applicant may apply for a separate Account. Applicants: (1) may, after credit approval, use the Account up to its credit limit; (2) may be liable for amounts extended under the Account 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.

**37. Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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.

**38. Utah Residents.** This written Agreement is a final expression of the agreement between you and us and the written Agreement may not be contradicted by evidence of any alleged oral agreement. As required by Utah 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.

**39. Vermont Residents.** 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.

**40. Washington Residents.** In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your Account within three working days of our receipt of the credit.

**41. Wisconsin Residents.** No provision of any marital property agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interests unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Obligations on this Account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this Account

to your spouse. An obligation that is incurred under this Account may be satisfied from all marital property of the spouses, including the income of both spouses, and from the property of the incurring spouse that is not marital property. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Advancial Federal Credit Union, 10000 N. Central Expy., Ste. 1400, Dallas, TX 75231-2319.

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**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.**

**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:  
Advancial  
10000 N. Central Expy., Ste. 1400  
Dallas, TX 75231-2319

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 three 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 \$50.00. (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 Convenience 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:  
Advancial  
10000 N. Central Expy., Ste. 1400  
Dallas, TX 75231-2319

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.