

THE FOCUS FEDERAL CREDIT UNION
420 N.E. 10TH STREET
OKLAHOMA CITY, OK 73104

MASTERCARD® CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference.

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 applied for the Card or uses the Card. "We", "our", and "us" mean The Focus Federal Credit Union, the issuer of your MasterCard credit card. The "Card" means any credit card issued to you (including any replacement cards) 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. This Agreement includes your credit application, the enclosed Account Opening Disclosure and amendments that become effective in accordance with applicable law. 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: We have established an Account in your name and one or more Cards have been issued to you or those designated by you. You authorize us to pay for your Account all items reflecting purchases, balance transfers, and cash advances obtained through use of the Card.

RECEIPT OF AND ACCEPTANCE TO TERMS AND CONDITIONS OF AGREEMENT: By requesting and receiving, signing, using or permitting others to use the Card or Account, you agree to all of the terms and conditions of this Agreement and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

JOINT APPLICANT LIABILITY: Each person who applied for the Card 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, cash advances or balance transfers under this Agreement and each use of your Card or 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 lawful 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 as follows: Copy of Paid Check \$2.00; Stop Payment on Check \$29.00; Non-Sufficient Funds Check (NSF) \$29.00. Fees will be assessed at the time they are incurred. There is no grace period for convenience checks.

BALANCE TRANSFERS: Subject to your available credit, you will be able to transfer the balances of non The Focus Federal Credit Union credit card accounts to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer is more than your available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges.

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, balance transfers, 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. Your "credit limit" is sometimes referred to in this Agreement as your "available credit" or "credit line". The portion of your total credit line that may be used to make a cash advance ("Cash Advance Credit Limit") is established by us and is disclosed on your billing statement. We may change your credit limit and your Cash Advance Credit Limit at any time, subject to such notice as may be required by applicable law.

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 whom you authorize to use the Card or Account; (b) **interest charges** and other charges or 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. If we accept payment in foreign currency, we will choose a conversion rate that is acceptable to us to convert your payment into U.S. dollars, unless a particular rate is required by law. 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, Over-the-Limit Fees, Late Payment Fees, annual fees, **Finance Charges** (as defined below in the "Cost of Credit" section), 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).

MINIMUM PAYMENT DUE: 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 Due**" which is equal to an amount which is at least 2.00% of the New Balance or \$30.00, whichever is greater, **plus interest charges plus fees. For your Account to be considered current and to avoid a Late Payment Fee, you must pay at least the Minimum Payment Due this period and any Past Due Amount by the due date shown on your statement.** The "**Past Due Amount**" is equal to any unpaid portion of the **Minimum Payment Due** shown on your last statement. The "**Total Payment Due**" is comprised of the **Minimum Payment Due** plus the greater of any amount in excess of the credit limit established by us, and/or any **Past Due Amount**. If the New Balance is \$30.00 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 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. The Finance Charge may include, as applicable, a periodic interest charge on your Account balances, certain transaction-based fees, and a minimum interest charge, under certain circumstances. Periodic interest charges for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur periodic interest charges until the start of the next billing cycle if your Previous Balance was (1) zero, (2) a credit balance, or (3) paid in full by the Payment Due Date on your previous monthly statement. You will pay no periodic interest charges on these new purchases if you pay the New Balance in full by the Payment Due Date shown on the billing statement on which these new purchases first appear. Prior to the expiration of the grace period, if you do not pay the New Balance in full, but pay a portion of the New Balance by the Payment Due Date for that monthly statement, you will pay no periodic interest charges on the portion of the New Balance paid, but will pay periodic interest charges on the amount of the New Balance that remains unpaid. The Payment Due Date will be no less than 21 days after we have sent you your current monthly statement.

If your Account has one or more special Introductory Rates, each rate is also listed on the Account Opening Disclosure. From time to time, we may send you offers to make purchases, balance transfers, or cash advances at special rates, which are "Promotional Offers." The APRs and any other special terms will be disclosed to you in the Promotional Offer material.

HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the interest charge on your Account 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, cash advances and promotional balances. These calculations may combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero. We then subtract any payments or credits and unpaid interest or other Finance Charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such 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 such feature category.

MINIMUM INTEREST CHARGE: There is a minimum interest charge of [\$.01] for any billing cycle in which a Finance Charge is due.

LATE PAYMENT FEE: We will add a "Late Payment Fee" to your Account balance for each billing period you fail to pay the Minimum Payment Due plus any Past Due Amount by the due date shown on your current statement. This Late Payment Fee is based on your Account balance. The Late Payment Fee is \$20.00.

OVER-THE-LIMIT COVERAGE: Unless you tell us otherwise, we may decline any transaction that causes you to go over your credit limit.

RETURNED CHECK FEE: We will charge you a "Returned Check Fee" of \$29.00 each time you make 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.

CREDITING OF PAYMENTS: We do not charge you for regular payments made to us by U.S. mail or any other standard payment methods approved by us. 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. All payments made on your Account at the address designated by us for payment on the monthly periodic statement and received by 5:00 p.m. local time will be credited to your Account on the date of receipt. If the Payment Due Date falls on a weekend or holiday, we will treat any payment received by 5:00 p.m. local time on our next business day at the address designated by us for payment on the monthly periodic statement as being received by us on the Payment Due Date. If payment does not conform to the payment instruction requirements on your monthly periodic statement, crediting may be delayed and additional charges may be imposed. 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. Payments made electronically through our automated telephone service, Customer Service advisors, or our website will be subject to any processing times disclosed for those payments.

ALLOCATION OF PAYMENTS: All payments on your Account will be applied first to collection costs (if applicable), then to any Finance Charge and other fees due, and then to the unpaid principal balance. If your payments exceed the Minimum Payment Due shown on your current monthly statement, we will apply these excess amounts in order of the APR applicable to the balance of each transaction category (as referenced in the Standard Rates section), generally from highest to lowest, beginning with the balance subject to the highest APR. This will result in balances with higher APRs being paid before any other existing balances. 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.

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 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; or (viii) if you use your Card or Account for any illegal transaction.

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 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.

TERMINATION: You may terminate this Agreement with us, 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 to this Agreement 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.

CHANGE IN TERMS: We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees the Minimum Payment Due and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement. In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the U.S. Prime Rate changes.

CONSENT TO CONTACT YOU: You agree that we can contact you for all purposes (including collection purposes) using all media and all contact information you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide by calling Customer Service. Any charges for contacting you which may be billed to you by your communications carrier are your responsibility.

CREDIT INVESTIGATION: In conjunction with your acceptance of this Agreement, 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.

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 The Focus Federal Credit Union, 420 N.E. 10TH STREET, OKLAHOMA CITY, OK 73104 Please include your name, address, home telephone number, and Account number. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

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 or 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 and hold us and MasterCard International, as the case may be, harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

CURRENCY CONVERSION: If you effect an international transaction with your Card, MasterCard will convert the charge into a U.S. dollar amount. MasterCard will use its currency conversion procedure. Generally, the currency conversion rate used by MasterCard to determine the transaction amount in U.S. dollars for such transactions is either (1) a government-mandated exchange rate or (2) a wholesale exchange rate selected by MasterCard 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 1.00% Foreign Transaction Fee, which is an additional Finance Charge for each MasterCard purchase, cash advance, and Account credit transactions, that you make in a country other than the United States, whether or not the transaction was in a foreign currency. This fee is in addition to any applicable Cash Advance/Convenience Check Fee.

COLLECTION CHARGES: In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including reasonable attorney fees and litigation expenses, to the extent permitted by applicable law. This section does not apply to you if you are a resident of the State of Nebraska, Iowa or any other state that prohibits contracting for or charging of attorney fees with or to its residents.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law and the State of Oklahoma.

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, except as expressly provided otherwise in this Agreement, 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. All changes to this Agreement must be made in writing. 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 any costs incurred in the recovery of the Card, to the extent permitted by applicable law. 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 may not transfer or assign your Account or this Agreement to any other 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 and legal representatives.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for any unauthorized use of your Card if you notify us orally by calling 1-800-442-4757 or in writing at the Credit Card Center, P.O. Box 815909, Dallas, TX 75381-5909, of the loss, theft, or possible unauthorized use and you meet the following conditions: (i) you have exercised reasonable care with the Card; (ii) you have not reported 2 or more incidents of unauthorized Card use within the previous 12 months; and (iii) you have maintained your Account in good standing. The foregoing liability limitation does not apply to ATM cash advance transactions. In any case, your maximum liability for unauthorized use of the Card will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

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 us a letter on a separate sheet of paper at the address listed by us on your statement. 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 bill, 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 error 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 the bill 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 bill 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 bill. 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 the address listed by us on your statement. 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: 1-800-442-4757 – [24 hours a day/7 days a week] (Please have your account information available).