



CREDIT APPLICATION

Contact our Loan Department:
loans@baptistcu.org
or call (210) 525-0100 ext. 400
or 1-800-222-2328 ext. 400

I want the following card features:

- Maximum Credit Line Requested:
 \$1,000
 \$2,000
 \$3,000
 \$4,000
 \$5,000 or more
 Additional Card Requested For:
 Spouse
 Other (Name): _____

Please tell us about yourself:

First Name: _____ Middle Initial: _____ Last Name: _____ Date of Birth: ___/___/___
 Street Address: _____ Apt #: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Mother's Maiden Name: _____
 Social Security #: _____ Drivers License#: _____ Credit Union Acct #: _____
 Name of Nearest Living Relative (not living with you) _____ Relationship: _____
 Address: _____ City: _____ State: _____ Zip: _____ Home Ph #: _____
 Employer's Name : _____ Address: _____
 Occupation: _____ Start Date: _____ Gross Monthly Salary: \$ _____
 Sources of Additional Income: _____ Amount of Additional Annual Income: \$ _____
(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying the obligation.)
 Rent or Mortgage (include Tax & Insurance): \$ _____

If you are applying for joint credit, complete the following:

First Name: _____ Middle Initial: _____ Last Name: _____ Date of Birth: ___/___/___
 Street Address: _____ Apt #: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Mother's Maiden Name: _____
 Social Security #: _____ Drivers License#: _____ Credit Union Acct #: _____
 Employer's Name : _____ Address: _____
 Occupation: _____ Start Date: _____ Gross Monthly Salary: \$ _____
 Sources of additional income: _____ Amount of Additional Annual Income: \$ _____
(Alimony, child support or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying the obligation)



Please sign and return:

State Law Notices

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual loan request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS ONLY: (1) No provision of any marital property agreements, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

Signature for Wisconsin Residents only.

Signature Date

Signatures

1. You promise that everything you have stated in this application is correct to the best of your knowledge. If there are any important changes, you will notify us in writing immediately. You authorize the Credit Union to obtain credit reports in connection with this application for credit and for any update, increase, renewal, extension, or collection of the credit received. You understand that the Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the Credit Union will tell you the name and address of any credit bureau from which it received a credit report on you. It is a federal crime to willfully and deliberately provide incomplete or incorrect information on loan applications made to federal credit unions or state chartered credit unions insured by NCUA.

2. You understand that the use of your card will constitute acknowledgment of receipt and agreement to the terms of the MasterCard agreement and disclosures. You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and 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 have given in your shares and deposits.

Applicant

Signature Date

Joint Applicant

Signature Date

Interest Rates and Interest Charge	
Annual Percentage Rate (APR) for Purchases	Platinum Card 10.90%, Gold Card 12.90%, Classic Card and Share Secured Card 15.90% * Annual Percentage Rate based on credit worthiness.
APR for Balances Transfers	Same as Purchase APR
APR for Cash Advances	Same as Purchase APR
Grace Period for Repayment of Balances for Purchases	25 days from statement closing date if new balance is paid in full each month by the payment due date, no grace period for cash advances or balance transfers.
Method of Computing the Balance for Purchases and Cash Advances	Purchases: Average Daily Balance Method – Interest is calculated, billed and reported at cycle time. Cash Advances: Average Daily Balance Method – Interest is calculated, billed and reported from date of transaction. (See cardholder agreement)
Minimum Finance Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To Learn more about factors to consider when applying for a credit card, visit the website of the Consumer Financial Protection Bureau: http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fee for Purchases	None, except a Foreign Transaction Fee of up to 1% will apply to international transactions.
Transaction Fee for Cash Advances	None, except a Foreign Transaction Fee of up to 1% will apply to international transactions.
Late Payment	\$18.00
Return Check Fee	\$10.00
Fee for Exceeding Credit Limit	None
Other Fee - \$5.00 will be charged when you make your payment at a Baptist Credit Union branch.	

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See the terms and conditions of your credit card agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreements.

Important Information About Procedures For Opening A New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. The information that is being requested and observed is for compliance with the requirements of Section 326 of the USA PATRIOT Act related to implementing customer identification and verification requirements.

PRESCREEN & Opt-Out Notice: You received this offer because, according to the prequalifying report provided to us by TransUnion, you satisfied the criteria established for this offer. If, upon evaluation of your completed application and information provided to us by others, we find you do not meet the criteria, you may receive a different offer or credit may not be extended. You have the right to prohibit certain uses of information in your file as maintained by any credit reporting agency. To assert this right, you may call or write TransUnion PO Box 2000 Chester, PA 19016 or 800-916-8800. When writing, please include your name, address, social security number and signature.

The information about the costs of the cards described in this application are accurate as of October 3, 2017. This information may change after that date. To find out what may have changed, call 1-800-222-2328 ext. 400, or write to Baptist Credit Union 5815 IH 10 West, San Antonio, TX. 78201

Military Lending Act Disclosures

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate 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). Please call us at 800-222-2328 ext. 7 to receive disclosures orally.

**BAPTIST CREDIT UNION
CREDIT CARD DISCLOSURE
EFFECTIVE October 3, 2017**

**BAPTIST CREDIT UNION
CREDIT CARD AGREEMENT
EFFECTIVE October 3, 2017**

1. Words Used Often in This Agreement. "Agreement" means this Baptist Credit Union Credit Card Agreement. "We," "us" and "our" mean Baptist Credit Union. "You" and "your" mean the person who signed an application for an account with us. If more than one person signed the application, "you" and "your" mean each person who signed the application. "Account" means your credit card account with us. "Card" means the credit card issued to you for your account with us. If we issue more than one credit card to you, "card" includes each credit card issued to you. "Check" or "checks" means the Convenience checks issued to you for your account with us. "ATM" means automated teller machine.

2. This Is Your Contract with Us. You have submitted an application for an account with us. By using or permitting another to use your card(s), you are accepting the terms of this agreement and agreeing to keep all your promises to us contained in this agreement.

3. Sign the Card and Keep This Agreement. You must sign the card before you use it. You should read this agreement and keep it for your records.

4. Promise to Pay. You promise to pay us the amount of all purchases and all cash advances that you make using the card and all other charges, including the finance charge incurred under this agreement. You also promise to pay us the amount of all checks used. Each use of a check is a cash advance. Each use of the card at an ATM to obtain cash is also a cash advance. If you allow any person to use the card or a check, you must pay for their purchases, cash advances and other charges, too.

5. Promise to Pay Applies to All Applicants. If more than one person signed the application, each of you promises to pay all amounts owed to us under this agreement. This means that we may collect money owed to us from each of you or from all of you.

6. Credit Limit. You promise the purchases made or cash advances received on your card will not exceed the credit limit disclosed to you at the time you receive your card or the credit limit adjusted by the credit union.

7. Monthly Statement and Payments. We will send you a statement each month if your account has a balance. We will send you one statement for all cards issued with your account number. If more than one person signed the application, we will send the statement to the first person listed on the application. Each statement covers a billing cycle. A billing cycle is the number of days from the day after the "statement date" on your last statement to the "statement date" on your current statement.

Your monthly statement will show your new balance, which is the total amount you owe us as of the statement date. It will also show the minimum payment. Your minimum payment will be either \$18.00 or 3% of the new balance rounded up to the nearest dollar; whichever is greater. If your new balance is less than \$18.00, your minimum payment will be the amount of the new balance. You must pay at least the minimum payment by the payment due date shown on your statement. The payment due date for a billing period will be 25 days after the billing period ends. You may pay the new balance in full or in part at any time. If you pay more than the minimum payment, you must still pay the minimum payment on the next statement.

8. Other Charges. There is a \$10.00 return check fee for all returned checks. There is a \$5.00 fee when you make your payment at the Credit Union. If you do not pay your minimum payment within 10 days following your payment due date, you will be charged \$18.00 late fee.

9. Pay Ahead Option. "Pay ahead option" means an option we give you to reduce the minimum payment on the next one or two statements you receive by paying more than the minimum payment shown on your current statement. If you pay more than the minimum payment shown on your current statement, the excess amount will reduce the minimum payment on your next statement, or your next two statements if the excess amount is sufficient. You may not reduce the minimum payment on more than your next two statements under the pay ahead option.

10. Other Payment Terms. All your payments to us must be in U.S. dollars. All checks and other payment instruments or automatic debits must be drawn on funds on deposit in the United States. If your payment, check,

automatic debit, or other payment instrument is returned unpaid for any reason, we will charge your account a \$10.00 fee. If a Convenience check is presented to us for payment and your available credit is not sufficient to cover the check, the check will not be honored and we will charge your account a \$10.00 fee. We can accept partial or late payments, as well as payments that are marked with "paid in full" or any other similar language without losing any of our rights under this agreement. For payment amounts less than or equal to your minimum payment we will apply your payment and credits in the following order: (1) Unpaid finance charges; (2) Late charges and fees; (3) To Cash advances; (4) To Purchases. Payments received in excess of your minimum payment will be allocated to purchases and cash advances with the highest Annual Percentage Rate.

11. Standard Rates: Annual Percentage Rate (APR) for purchases will be 10.90% for Platinum Card you will accrue an interest charge at a rate of .9083% per month. Annual Percentage Rate (APR) for purchases will be 12.90% for Gold Card you will accrue an interest charge at a rate of 1.0750% per month. Annual Percentage Rate (APR) for purchases will be 15.90% for Classic Card you will accrue an interest charge at a rate of 1.325% per month. Annual Percentage Rate (APR) for purchases will be 15.90% for Secured Card you will accrue an interest charge of a rate of 1.325% per month. Rate will be determined based on your creditworthiness. The Monthly Periodic Rate applied to the balance subject to a finance charge for both purchases and cash advances. In event of a rate increase, you will receive a 45 days notice and you do have the right to opt out by calling **(800) 222-2328 or (210) 525-0100** and you can also submit your request in writing to: **Baptist Credit Union 5815 IH 10 W, San Antonio, Texas 78201-2800**. If you do decide to opt out, your account will remain the same interest rate before the increase rate and will remain the same rate until the balance is paid in full, but you will not be able to make any future purchases or cash advances.

12. When Finance Charge Is Imposed.

- **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 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.

- **Retail Purchases of Goods and Services:** There is a "free period." When the total balance is paid in full within twenty-five (25) days after the statement date (on or before the payment due date), no additional finance charge will be applied to new purchases appearing on the statement. If the new balance is not paid in full each month, within the prescribed time limitation, a finance charge will be imposed on the previous balance and on new purchases as of the date such purchase is posted to your account. Finance charges will continue to accrue until the date full payment of these items and all billed finance charges have been credited to your account. Such finance charges will appear on your next statement.

13. How We Compute the Balance on which Periodic Finance Charges Are Assessed. If payment in full for the entire new balance shown on your statement from the previous billing cycle was received by us within 25 days after the statement date (by the payment due date), new charges appearing on the current statement are excluded from the following calculation: We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new advances or purchases and subtract any payments or credits and any unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the "average daily balance." The "average daily balance" is then multiplied by the periodic rate shown above to determine your periodic finance charge.

14. Security and Pledge of Shares and Deposits: If you have other loans with the Credit Union, now or in the future, (except for loans secured by any dwelling), 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 obligation under this Agreement and other agreements you have with us.

Additionally, you specifically grant the Credit Union a lien and consensual security interest in all individuals and joint accounts, present and future shares and deposits held in any accounts you have with us now and in the future secure repayment of credit extensions made under this agreement. The granting of this security interest is a condition for the issuance of any card, which you may use, directly or indirectly, to obtain extensions of credit under this agreement. This does not apply to shares in an Individual Retirement Account or Simplified Employee Plan qualifying as such under the Internal Revenue Code. You authorize the Credit Union to take money from any non-exempt account and apply it to what you owe, if you are in default.

15. Foreign Transactions. If you use your card or checks to purchase goods or services, or to obtain cash in another country, your statement will reflect the conversion of the foreign currency transaction amount into U.S. dollars. The currency conversion rate used to determine the transaction amount into U.S. dollars may be either a wholesale market rate or government-mandated rate in effect the day Visa or MasterCard processes the transaction, which may differ from the date the transaction occurred or when it is posted to the cardholder's account. A 1% Foreign Currency Fee will be assessed on all foreign transactions.

16. Liability for Unauthorized Use. You must tell us at once if the card or check is lost or stolen or you think someone used your account without your permission. We may ask you to pay if someone used the card or check without your permission. We will not ask you to pay if use of the card or check without your permission occurs after you notify us that the card or check is lost or stolen. You may notify us that the card or check is lost or stolen by calling 1-800-442-4757 or 1-800-222-2328 or (210) 525-0100. Your liability for unauthorized use will not exceed \$50.

17. Crediting of Payments. If your payment is received by 5:00 p.m., central time (during the Credit Union's designee's business day at the address designated on the periodic statement), it will be credited to your account on the date of receipt. IF PAYMENT IS MADE AT ANY LOCATION OTHER THAN SAID DESIGNATED ADDRESS, CREDIT FOR SUCH PAYMENT MAY BE DELAYED UP TO FIVE (5) DAYS.

18. Credit Insurance. If available, credit insurance is not required for any extension of credit under this agreement. However, you may purchase any credit insurance available through the Credit Union and have the premium added to the outstanding balance in your account. If you elect to do so, you will be given the necessary disclosures and documents separately.

19. Address for Notices to Us. All notices under this agreement should be addressed to Baptist Credit Union, 5815 IH 10 W, San Antonio, Texas 78201-2800; Telephone 1-800-222-2328.

20. Changes in the Terms of This Agreement. We may change the terms of this agreement by mailing a written notice to you at your last address shown on our records.

21. Deferred Payment Option. "Deferred payment option" means an option we give you to not pay a minimum payment by the payment due date for a billing period we designate. From time to time, we may give you a deferred payment option. If we do so and you exercise the deferred payment option, we will continue to add a finance charge to your account as stated in paragraph 12. Beginning with the next billing period following your exercise of a deferred payment option, the minimum payment terms stated in paragraph 7 shall apply again.

22. You May Cancel the Account. You may cancel the account whenever you choose. To cancel the account, notify us at the address shown in paragraph 19 in writing that you want to cancel the account. You must still pay us any amount that you owe us.

23. We May Cancel the Account. We have the right to cancel the account at any time. You must return the card if we ask you to do so. You may not use the card after we have asked you to return it.

24. Default. You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with the Credit Union; (3) if you are the subject of an order of relief Under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining your card; or (6) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe.

25. Attorney Fees. If we refer your account to an attorney for collection, we may charge you (in states where permitted by law) for reasonable attorney fees and court costs incurred by us. This paragraph will not be considered a part of this agreement if you live in a state that does not allow us to collect attorney fees and court costs.

26. The Provisions of This Agreement Are Separable. If any provision of this agreement is held to be invalid or unenforceable, the rest of this agreement will not be affected.

27. Limitation of Our Responsibility. We will not be responsible for merchandise or services purchased by you with the card unless required by law. We will not be responsible for the refusal of any person to honor the card or the checks or if you are not able to use the card at an ATM.

28. Assignment of Your Account. We may assign your account without obtaining your consent.

29. What Law Applies. We make the decision to issue a card to you from our offices in San Antonio, Texas. Texas and federal laws apply to this agreement. These laws will be used to interpret our rights and your obligations under this agreement.

30. Credit Reporting Agencies. We may give information about your payment history under this agreement to other persons or companies when permitted by law. You authorize us to make whatever credit or investigative inquiries we deem necessary in the course of review of any credit extended under this agreement. If you ask us, we will tell you whether we asked for credit reports about you. If we did, we will give you the name and address of the credit-reporting agency.

31. Internet Gambling Disclosure. You may use your Baptist Credit Union MasterCard, hereinafter referred to as "card," to conduct any transaction or obtain any credit union service permitted by law. Your Baptist Credit Union credit card may not be used for Internet gambling transactions. The credit union will decline ALL KNOWN Internet gambling transaction requests. The credit union may also decline ALL transactions with a mismatched expiration date and transactions that are hand-keyed if the hand-keyed transaction is for any type of betting, including lottery tickets, casino gaming chips, off-track betting, and wagers. You agree that the use of the card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected or accomplished will be a default and breach of this agreement. As a result, Baptist Credit Union may terminate the access to the service or withdraw the right to use the card and/or demand the return of all cards or other access devices issued to you. If illegal use of your card occurs, you waive the right to sue Baptist Credit Union and agree to indemnify and hold Baptist Credit Union harmless from any suits or other legal action or liability which may be asserted directly or indirectly, against Baptist Credit Union arising out of or resulting from the illegal use of this card.

32. Arbitration. Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to this agreement or the relationships which result from this agreement, including the validity or enforceability of this arbitration clause or any part thereof or the entire agreement ("claim") shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect at the time the claim is filed. THE PARTIES ACKNOWLEDGE THAT THEY AGREE TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THAT THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON THE ELECTION OF ARBITRATION BY EITHER PARTY.

33. Other Agreements. This agreement supersedes all prior agreements between you and us governing the use of cards and checks issued by us.

34. Notices. You may pay the full amount you owe us at any time. A negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to keep your promises under this agreement.

35. Agreements and Acknowledgement. You acknowledge and agree that the use of the Card by you or anyone authorized by you shall constitute your acknowledgment that you have received and read this agreement and that you agree to the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement. **Use of this card by you or anyone you authorize will also constitute consent to the pledge of shares or deposits as described above.**

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you not later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

(1) Your name and account number.

(2) The dollar amount of the suspected error.

(3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone that we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it is final. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and

2) The purchase price must have been more than \$50.

The limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for property or services.

10/17

BAPTIST CREDIT CARD AGREEMENT MILITARY LENDING ACT ADDENDUM

This Military Lending Act (MLA) Addendum is part of the USAA Credit Card Agreement if your Account was opened on or after October 3, 2017 and at the time your Account was opened you were a Covered Borrower.

1) Definitions

A “**Covered Borrower**” is a consumer who, at the time of the application for a credit card Account, was either (1) a member of the armed forces serving on active duty, or active guard and reserve duty pursuant to 10 U.S.C. Section 101; or (2) a dependent of such an active service member.

All other capitalized words in this MLA Addendum have the same meaning as in the Agreement. The terms “each of us,” “either of us,” “neither of us,” “both of our,” or “both of us” refer to “you and we” or “you and us.”

2) Determining who is a Covered Borrower

We determine whether you are a Covered Borrower at the time of application based on your status as indicated in the Defense Manpower Data Center (DMDC) maintained by the Department of Defense (DOD).

3) Arbitration Does Not Apply to Accounts Opened by a Covered Borrower

The Arbitration Addendum is not enforceable against a Covered Borrower and therefore it does not apply to an Account opened by a Covered Borrower. Notwithstanding anything else in the Agreement, we cannot compel you to resolve disputes through arbitration on an Account you opened when you were a Covered Borrower even after you cease to be active duty servicemember or the dependent of an active duty servicemember.

4) Statement of Military Annual Percentage Rate (MAPR)

Federal law provides important protections to active duty 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 on active duty at the time of application and his or her dependent(s) 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 transactions; any application fee charged (other than certain application fees for specified credit transactions or accounts); Should you cease to be an active duty servicemember or the dependent of an active duty servicemember, the protections under this Section 4 will no longer apply to this Account. Please call toll free 800-222-2328 ext. 7 to hear this disclosure orally.

EFFECTIVE October 3, 2017