



P.O. Box 26000
Winston-Salem, NC 27114-6000
1-800-822-0382

APPLICATION AND
SOLICITATION
DISCLOSURE



VISA SIGNATURE MAXBACK/VISA RADIANT/VISA SOAR

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Visa Signature MaxBack 17.99% Visa Radiant 11.99% to 17.99%, when you open your account, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. Visa Soar 17.99%
APR for Balance Transfers	Visa Signature MaxBack 17.99% Visa Radiant 11.99% to 17.99%, when you open your account, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. Visa Soar 17.99%
APR for Cash Advances	Visa Signature MaxBack 17.99% Visa Radiant 17.99% Visa Soar 17.99%
Penalty APR and When it Applies	Visa Signature MaxBack None Visa Radiant None Visa Soar None
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None

SEE NEXT PAGE for more important information about your account.

For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Set-up and Maintenance Fees - Annual Fee - Account Set-up Fee - Program Fee - Participation Fee - Additional Card Fee - Application Fee	None None None None None None
Transaction Fees - Balance Transfer Fee - Cash Advance Fee - Foreign Transaction Fee - Transaction Fee for Purchases	\$5.00 or 4.00% of the amount of each balance transfer, whichever is greater \$10.00 or 4.00% of the amount of each cash advance, whichever is greater 3.00% of each transaction in U.S. dollars None
Penalty Fees - Late Payment Fee - Over-the-Credit Limit Fee - Returned Payment Fee	Up to \$30.00 None Up to \$30.00

How We Will Calculate Your Balance:

We use a method called "average daily balance (including new purchases)."

Effective Date:

The information about the costs of the card described in this application is accurate as of: September 24, 2026
This information may have changed after that date. To find out what may have changed, contact the Credit Union.

For California Borrowers, the Visa Signature MaxBack, Visa Radiant and Visa Soar are secured credit cards. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods you purchase with this account, (b) any shares you specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares you have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans you have with the Credit Union excluding dwellings.

Notice to New York Residents:

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

Other Fees & Disclosures:

Late Payment Fee:

\$30.00 or the amount of the required minimum payment, whichever is less, if you are 10 or more days late in making a payment.

Balance Transfer Fee (Finance Charge):

\$5.00 or 4.00% of the amount of each balance transfer, whichever is greater.

Cash Advance Fee (Finance Charge):

\$10.00 or 4.00% of the amount of each cash advance, whichever is greater.

Returned Payment Fee:

\$30.00 or the amount of the required minimum payment, whichever is less.

Card Recovery Fee:

None.

SEE NEXT PAGE for more important information about your account.

Card Replacement Fee:
\$5.00.

Document Copy Fee:
None.

Emergency Card Replacement Fee:
None.

Pay-by-Phone Fee:
\$10.00.

PIN Replacement Fee:
None.

Rush Fee:
\$35.00 overnight.

Statement Copy Fee:
\$2.00 per document.

Unreturned Card Fee:
None.



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CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE



VISA SIGNATURE MAXBACK/VISA RADIANT/VISA
SOAR

This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to TruLiant Federal Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Visa® credit card and any other access devices, duplicates, renewals, or substitutions, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

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. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

1. USING YOUR ACCOUNT — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.

2. CREDIT LIMIT — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.

3. REPAYMENT — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 2.00% of Your total New Balance, or \$35.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$35.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.

If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

4. INTEREST AND FINANCE CHARGES — We will begin charging You interest on purchases on the date the transaction is posted to Your Account. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, We will not charge You any interest on new purchases if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

How We Calculate Your Balance:

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

5. FEES — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

6. FOREIGN TRANSACTIONS — Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

7. AUTHORIZATIONS — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

8. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS — If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

9. PREAUTHORIZED CHARGES — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

10. DEFAULT — You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at the address listed on Your bill or call Us toll-free at 800-822-0382, seven days a week and weekends 24 hours a day.

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. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

12. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

Residents of all other states - Either You or the Credit Union may terminate this Agreement at any time, but termination by You or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

13. AUTHORIZED USERS — Upon Your request, and at our sole discretion We may issue additional Cards for authorized users that You designate and we approve. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card. We will not allow any authorized users under the age of 18. We also reserve the right to remove any authorized user at any time and at our sole discretion.

14. CREDIT REPORTS — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

15. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

16. SEVERABILITY AND FINAL EXPRESSION — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

17. ILLEGAL TRANSACTIONS PROHIBITED — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

18. APPLICABLE LAW — The terms and enforcement of this Agreement shall be governed by federal law and the law of North Carolina.

19. ENFORCING THIS AGREEMENT — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

20. COLLECTION COSTS — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

21. ASSIGNMENT — We may assign any or all of Our rights and obligations under this Agreement to a third party.

22. CALIFORNIA RESIDENTS — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

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

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

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

26. NEW YORK RESIDENTS — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or www.dfs.ny.gov to obtain a comparative listing of credit card rates, fees and grace periods.

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

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

29. WISCONSIN RESIDENTS — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

30. NOTICE TO UTAH BORROWERS — This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by 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.

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

32. LIMITATION OF LIABILITY WAIVER - We will not be liable to you for any claim, loss, cost, or damage caused by: (a) events or circumstances beyond our reasonable control, even if they were foreseeable, including extreme weather, natural disasters, fire, floods, pandemics, measures of any governmental authority, civil disorder, labor strikes, and terrorism or threats of terrorism, (b) loss of electrical power, (c) the breakdown or failure of any private or common carrier communication or transmission facilities, (d) suspensions of payments by another financial institution, (e) your account being the subject of legal process or other claim, or (f) your negligence. In particular, the Credit Union is not liable to you if such an event or circumstances prevent us from, or delay us in, performing our obligations for a service. Our liability to you for any act or failure to act shall not exceed the amount of the transaction, which you incur, and payment of any interest or dividends required thereon. In any case, we will not be liable for any special, incidental, exemplary, punitive or

consequential losses or damages of any kind, regardless of whether you informed us of the possibility of such damages, unless required by law.

33. BINDING ARBITRATION AND CLASS ACTION WAIVER – PLEASE READ THIS ARBITRATION PROVISION CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH THE PARTIES CAN SEEK RELIEF FROM EACH OTHER.

THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF YOU ARE COVERED BY THE FEDERAL MILITARY LENDING ACT EITHER AS A MEMBER OF THE ARMED FORCES OR AS A DEPENDENT OF SUCH MEMBER. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW.

If You do not opt out (in accordance with the procedures set forth below), You and We mutually agree, to the fullest extent of the law, that any and all Claim (as defined below) shall be arbitrated and finally decided by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (available at www.adr.org), except as modified below or otherwise mutually agreed to. You and We agree that, in doing so, each is giving up the right to: 1) have a court or a jury decide the Claim(s); 2) engage in information-gathering (discovery) regarding the Claim(s) to the same extent as in court; 3) participate in a class action, private attorney general action or other representative action in court or in arbitration against the other; and 4) unless all parties agree in writing, join or consolidate a Claim with claims of any other person or entity.

This Arbitration Provision describes when and how a Claim (as defined below) is arbitrated. Arbitration is a method of resolving a dispute in front of one or more neutral persons (each an “arbitrator”) instead of resolving the dispute through a court trial in front of a judge or a jury. Arbitration proceedings are private and usually less formal than court trials. Arbitration can be quicker and more cost efficient than court at resolving disputes. In an arbitration, the arbitrator (or arbitrators) will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. Courts rarely overturn arbitration decisions.

This Arbitration Provision shall be governed by and construed under the Federal Arbitration Act (9 U.S.C. §§ 1-16 (the “FAA”), to the maximum extent permitted by applicable law.

a. Opting Out of this Arbitration Provision: If You do not want this Arbitration Provision to apply, You may reject it by mailing Us a written opt-out notice which specifies Your name and address, identifies the applicable account(s) for which You wish to opt out, and includes a signed statement that You opt out of the Arbitration Provision. Any written opt-out notice must be signed by You and sent to Us by mail (not electronically) at: Truliant Federal Credit Union, P.O. Box 26000, Winston-Salem, NC 27114-6000. You should retain a copy of Your opt-out notice and evidence of mailing it. Any opt-out notice is effective only if it complies with the above requirements and is postmarked within 30 days after the date You first received this Agreement. If You opt out of this Arbitration Provision, this decision will have no adverse effect on Your relationship with Us and it will not affect any other terms and conditions applicable to Your accounts, including this Agreement.

The above paragraph states the only way You can opt out of the Arbitration Provision and if You do not opt-out, this Arbitration Provision will be effective as of the date You first received this Agreement. If an Account is jointly owned, an opt-out by one owner will be deemed an opt-out by all joint owners. In all other circumstances, an opt-out by You will not be deemed to be an opt-out by any person or entity other than You. If You have more than one Account with Us, and wish to opt out of the Arbitration Provision for multiple Accounts, and are still within the time period for opting out of the Arbitration Provision for said Accounts, please include in Your written opt out notice each Account for which You wish to opt out of the Arbitration Provision. In all other circumstances, Your decision to opt out of the Arbitration Provision applies only to this Account and not to any other Accounts You have with Us. Moreover, We offer a number of different products and services to Our customers. If You opt out of arbitration for this Agreement, that will not affect any arbitration provision that may exist between You and Us, now or in the future, in connection with other products or services You obtain from Us; any such arbitration provision will remain in force unless You separately opt out of it in accordance with its terms. For example, if You also have a deposit or share account with Us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the deposit or share account.

b. Disputes Subject to Arbitration: Except as set forth in this Arbitration Provision, all “Claims” between You and Us related to Your Account(s) shall be arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Account(s) subject to this Agreement. “Claim” has the broadest reasonable meaning and includes, without limitation the following arising out of or related to your Account: (a) initial claims, counterclaims, cross-claims and third-party claims; (b) disputes related or based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (c) data breach or privacy claims arising from or relating directly or indirectly to a disclosure of any information about You; (d) disputes concerning Your application or other information You gave Us before opening your Account(s); (e) disputes concerning any account(s) You previously had with Us; (f) disputes arising from or related to any transactions in connection with Your Account(s); (g) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning Your Account(s); (h) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (i) disputes concerning Your Card, disclosures, finance charges, late charges, purchases, payments, insurance, security, collections, default, credit transactions, fees, cash advances, balance transfers, overdraft charges, foreign currency conversions, repossession or

the collection of monies owed and the manner of collection; and (j) disputes arising from or related to the relationship(s) between You and Us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

c. Disputes Not Subject to Arbitration: Notwithstanding the foregoing, disputes or Claims that are within the jurisdiction of a small claims court (or an equivalent court), need not be arbitrated so long as they remain in small claims court and advance only on an individual (nonclass action, non-representative) basis. You or We may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute or Claim is within the jurisdiction of a small claims court. However, if the dispute or Claim is transferred, removed, or appealed from small claims court to a different court, You or We may elect to compel arbitration. Moreover, if You or We bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute or Claim must, if You or We choose, be resolved by arbitration subject to this Agreement.

In addition, disputes or Claims about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver) are for a court and not an arbitrator to decide. However, any dispute, Claim, or argument that concerns the validity or enforceability of Your Agreement as a whole is for the arbitrator, not a court, to decide.

Moreover, this Arbitration Provision does not prohibit You or Us, at any time, from (aa) exercising any lawful rights outside of arbitration to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (bb) obtaining provisional or ancillary remedies or injunctive relief in court and outside of arbitration (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (cc) bringing an individual action in court and outside of arbitration that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind; or (dd) bringing an individual action in court to recover amounts owed under a loan agreement, promissory note, debit card agreement, guaranty, or other debt instrument (or document evidencing a debt or loan).

d. Pre-Arbitration Notice and Good-Faith Negotiation Period: You and We agree that, before initiating an arbitration proceeding, the party who intends to initiate arbitration must first send the other party a written notice of the dispute so that the parties can attempt in good faith to resolve the dispute informally and without the need for arbitration. The notice must include: (aa) if from You, Your name, address, telephone number, and email address or, if from Us, the name of the Credit Union representative and that representative's business address, telephone number, and email address; (bb) the Account number(s) at issue in the dispute, (cc) a description of the nature and basis of the dispute, and (dd) an explanation of the specific relief sought. The notice must be signed by, as applicable, either You or a Credit Union representative, depending on which party is providing notice. We must send any such notice to You at the address You provided to us for Your Account(s). You must send any such notice to Us to the following email and street addresses:

legal@truliantfcu.org;
3200 Truliant Way
Attn: Legal Department
Winston-Salem, North Carolina 27103

The party sending the notice must give the other party 60 days after receipt of the notice to investigate the Claim. During that 60-day period, the parties will endeavor to work in good faith to explore whether a resolution to the dispute is possible without the need for arbitration. Any limitations period will be tolled from the date of the dispute notice until the expiration of this 60-day period. The notice and negotiation requirements set out herein are requirements and conditions precedent to initiating any arbitration proceeding.

e. Initiating Arbitration: If You and We do not agree to resolve the dispute during the 60-day period referenced above, then either You or We, as applicable, can initiate an arbitration. Any arbitration shall be initiated by filing a written demand for arbitration (which shall include the content set forth above) with the American Arbitration Association (AAA) under its Consumer Arbitration Rules. These rules are available on AAA's website at www.adr.org. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. You or We may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if You and We have mutually agreed to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

f. Jury Trial Waiver: YOU AND WE AGREE THAT EACH IS GIVING UP, TO THE FULLEST EXTENT OF THE LAW, ANY RIGHT TO HAVE CLAIMS DECIDED BY A JURY.

g. Class Action Waiver: YOU AND WE MUTUALLY AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, NON-INDIVIDUAL, OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. NOTHING IN THESE TERMS SHOULD BE READ TO ALLOW FOR CLASS OR CONSOLIDATED ARBITRATION OF ANY FORM. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) PARTICIPATE IN A CLASS ACTION OR OTHER

REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION AGAINST THE OTHER, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (B) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION AGAINST THE OTHER. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

h. Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. An arbitration administrator, like the AAA, charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if You tell Us in writing that You cannot afford to pay any fees charged to you by the arbitration organization and that You were unable to obtain a waiver of fees from the administrator, and if Your request is reasonable and in good faith, We will pay or reimburse you for all or part of the fees charged to You by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules.

i. Law Applied by the Arbitrator: North Carolina and federal law shall apply as stated in the above "Governing Law" Provision. The arbitrator must apply this law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award the remedies allowed by this Agreement and permitted by the substantive law that would apply in an individual court action, including, without limitation, injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

j. Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

k. Arbitration Award and Right of Appeal: At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, You or We can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The appeal panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

l. Rules of Interpretation: This Arbitration Provision is binding upon and benefits You, Your respective heirs, successors and assigns, and Us and our respective successors and assigns. This Arbitration Provision shall survive (A) the repayment of amounts owed under Your account terms, including this Agreement; (B) any legal proceeding; (C) any sale, assignment or transfer of Your account(s); any bankruptcy to the extent consistent with applicable bankruptcy law; any default, breach or repossession; (F) any termination, cancellation, closure, suspension or non-renewal of your account(s), including this Agreement; and (G) any termination, amendment, expiration or performance of any transaction between You and Us. If there is any inconsistency between this Arbitration Provision, on the one hand, and any other terms in this Agreement, on the other hand, this Arbitration Provision shall control with respect to any Claim as that term is defined in this Arbitration Provision. Any changes to this Arbitration Provision will apply only prospectively unless We give You a right to opt out of the change or the entire Arbitration Provision.

m. Severability: If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (A) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (B) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at the address listed 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 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** or electronically. 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** or electronically at the address listed 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.