

**USAA CREDIT CARD AGREEMENT  
USAA SAVINGS BANK**



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# **USAA Credit Card Agreement**

## *Universal Terms and Conditions*

This USAA Credit Card Agreement (“**Agreement**”) contains the terms and conditions for use of a USAA Credit Card account (“**Account**”).

### PART A: Important Information about this Agreement

1. **The Parties to this Agreement.** This Agreement is made by and between **USAA Savings Bank and each Cardholder and any other person who uses the Account.** The words “**we,**” “**us,**” “**our,**” or “**Bank**” refer to USAA Savings Bank. The words “**you,**” “**your,**” or “**yours**” refer to a Cardholder or to a person who uses a USAA Credit Card account. The word “**Cardholder**” has the meaning described in section 20.
2. **The Documents that Make Up this Agreement.** This Agreement consists of the following documents: (a) the ***Universal Terms and Conditions*** that you are reading now; (b) the ***Pricing Schedule***; (c) the ***Arbitration Addendum***; and (d) any other document that we provide to you that indicates it is part of or amends this Agreement. Collectively, all these documents are referred to as the “**Agreement**” and all terms and conditions in the Agreement are referred to as the “**Terms.**”
3. **When You Become Bound by this Agreement.** If you are a Cardholder, this Agreement becomes effective and you agree to its Terms on the earlier of (1) the first or next use of the Account, or (2) ten days after we mail or deliver this Agreement to any Cardholder. For all others, this Agreement becomes effective and you agree to its Terms when you use the account.

4. **Changes to Agreement.** We may change this Agreement at any time, whether by adding new terms and conditions, or deleting or amending existing ones. The changes will apply to existing and future balances unless our notice states otherwise. If required by law, we will send notice of the change at least 45 days before it becomes effective. We will provide Cardholders an opportunity to reject certain changes. When we do, we may require the Account to be closed if the change is rejected.
5. **Governing Law. The Agreement is governed by the laws of Nevada and the United States of America.** In addition, if your billing address is in the state of Maryland, except to the extent preempted by the laws of the United States, title 12, subtitle 9, of the Maryland Commercial Law Code will also apply.
6. **Words Used Often in this Agreement.** **"American Express"** means American Express Travel Related Services Company, Inc. **"APR"** means Annual Percentage Rate. **"ATM"** means automated teller machine. **"Credit Card"** or **"Card"** means any USAA Credit Card issued on your Account. **"Convenience Check"** means a check or other instrument drawn on your Account. **"Margin"** means the number of percentage points added to the Prime Rate to calculate an APR on your Account. **"MasterCard"** means MasterCard International, Inc. **"Visa"** means Visa U.S.A. Inc. Other terms are defined elsewhere in this Agreement.
7. **Waiver; Provisions of Agreement Are Separable.** If we fail to exercise any of our rights under this Agreement, we do not waive any of our rights in the future. If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will remain in full force.

## PART B: Use of Account

### 8. Transactions You May Make and the Fees and Charges You Will Pay.

You make	When you:	And you pay these fees and charges on each transaction:
<b>Purchases</b>	Use your Card to pay for goods or services anywhere your Card is accepted, including: <ul style="list-style-type: none"><li>• In person at point of sale,</li><li>• By mail or telephone, or</li><li>• On the internet.</li></ul>	<ul style="list-style-type: none"><li>• <b>Interest*</b> (unless the grace period applies) from the date of the Purchase until the date you pay us back.</li></ul>
<b>Cash Advances</b>	<ul style="list-style-type: none"><li>• Write a Convenience Check;</li><li>• Obtain cash or cash equivalents anywhere your Card is accepted. Cash equivalents include items such as travelers' checks, money orders, lottery tickets, gaming chips**, and any other item that may be converted into cash or that we deem to be Cash Advances.</li><li>• Transfer funds into a deposit or asset account (including under an overdraft protection agreement).</li></ul>	<ul style="list-style-type: none"><li>• <b>Interest*</b> from the date you obtain cash or write a Convenience Check until the date you pay us back.</li><li>• <b>Cash Advance Fee</b> in the amount described in the Pricing Schedule. This fee is waived for electronic fund transfers to a USAA deposit account.</li></ul>

<b>Balance Transfers</b>	Transfer a balance from another creditor to your Account.	<ul style="list-style-type: none"> <li>• <b>Interest*</b> from the date we process the Balance Transfer until the date you pay us back.</li> <li>• <b>Balance Transfer Fee</b> in the amount described in the Pricing Schedule.</li> </ul>
<p><b>*Please see the Pricing Schedule for the interest rates.</b>  <b>**American Express Cards are not accepted for the purchase of bets, lottery tickets, or casino gaming chips.</b></p>		

9. **Interest.** We calculate interest for each billing cycle as follows:

- At the end of each day, we add any new transactions, interest, fees, and other charges to your balance and subtract any payments or credits. (We do not add new Purchases when a grace period applies.)
- Next we add all the daily balances together and divide the sum by the number of days in the billing cycle. This gives us the average daily balance. We multiply the average daily balance by the monthly interest rate and add the interest to the balance. The average daily balance is called the “Balance Subject to Finance Charge” on your bills.

We calculate interest in this manner separately for Purchases, Balance Transfers, Cash Advances, and each promotional rate balance.

10. **Your APRs.** Your Annual Percentage Rate(s) or APR(s) are shown in the Pricing Schedule. If an APR is a variable rate, it varies monthly with the market based on the Prime Rate. We determine your variable APRs each billing period as follows:

- First, we use the Prime Rate published in *The Wall Street Journal* on the 15<sup>th</sup> day of the same calendar month in which the billing period begins. If the Prime Rate is not published that day, then we use the Prime Rate on the next day on which it is published. (If the Prime Rate ceases to be published, we will choose a substitute index in accordance with applicable law.)
- Second, we add a Margin to the Prime Rate. This sum is the APR that will apply for the entire billing period. See the Pricing Schedule for the amount of your Margin. Any increase in the APR may increase your minimum payment and the amount of interest you pay.

From time to time we may offer you a **Promotional APR**. The terms of the Promotional APR are either described in the Pricing Schedule or in a separate letter or document. We round all APRs to the second decimal place and all monthly interest rates to the third decimal place.

11. **How to Avoid Paying Interest on Purchases (Your Purchase Grace Period).** You have a grace period in which you can avoid paying interest on the new Purchases that are itemized on your bill. If the Previous Balance on your bill was paid in full by its Due Date (or if it was a zero or credit balance), we do not charge monthly periodic interest on the Purchases on your current bill that you pay by its Due Date. The grace period does not apply when any portion of your Previous Balance remains unpaid or if it is paid late. Cash Advances and Balance Transfers do not have any grace period.



12. **Transaction Limits.** We may establish limits on the amount you may borrow or types of transactions we will permit, such as one or more of the following:

- **Credit limit** which is the maximum amount we have approved to be carried in unpaid Account balances;
- **Cash Advance, Balance Transfer, or Purchase Limits** which is the maximum balance for each type of transaction you may have;
- **Revolve limit** which is the maximum unpaid balance we will permit you to carry from one month to another;
- **Daily limits** which are limits on the number or total dollar amount of certain transactions that we will authorize in a single day;
- **Location limits** which are certain geographic or merchant locations where we may not permit transactions to be made usually due to a higher risk of fraud or illegal activity.
- **Legal limits** are limits on the use of an Account we deem necessary to comply with the law or prevent liability to us or anyone else.
- **Other limits** which we may establish to prevent fraud or losses on the Account or to protect USAA, its members, vendors, affiliates, or other persons.

We will tell you about some of the limits such as your credit limit; however, for security and other reasons we will not tell you about all the limits we set. You agree not to exceed the limits we tell you about or allow the Account to exceed them. We can increase, reduce, cancel, or suspend any of the limits or add new limits at any time.

13. **Payment of Your Transactions and Stopping Payment of Convenience Checks**

- **Card Transactions.** The person accepting your Card must obtain an authorization from us. If they do not, we may but are not required to accept the transaction. We may deny an authorization for any reason. We are not liable for our refusal or failure to authorize a transaction. **You may not stop the payment of any Card transaction.**
- **Convenience Checks.** We may reject and return unpaid any Convenience Check you write for any reason. You must pay us for any Convenience Check we pay, even if we were permitted to reject and return the Convenience Check, unless the Convenience Check constitutes Unauthorized Use as defined in Section 30. We may refuse to issue Convenience Checks or, upon notice to you, refuse to permit the use of Convenience Checks already issued. You may visit [usaa.com](http://usaa.com) or call us at 1-800-531-USAA(8722) to place a stop payment on an unpaid Convenience Check. We will charge a stop payment fee of \$20. You must provide us the date, amount, name of payee, and the number of the Convenience Check. If any information you provide is incorrect or if you do not afford us a reasonable opportunity to act on your request, we may not be able to stop payment. Once a Convenience Check has been paid, we will not be able to reverse the payment. Your stop payment request will remain valid for six months. You must renew your request before it expires if you want us to continue honoring it. You agree to hold harmless and indemnify us from any losses, expenses and costs, including attorney fees incurred by us, for preventing or failing to prevent payment.

14. **Legal Transactions Only.** You shall reimburse, indemnify, and hold harmless MasterCard, American Express, VISA, and us for any and all amounts, expenses, or damages resulting from your alleged illegal use of the Account.

15. **Transactions Made in a Foreign Currency.** When you make a transaction in a foreign currency, it will be converted into U.S. Dollars by either: (a) MasterCard, American Express, or Visa or (b) the merchant or its agent. We do not convert your transactions into U.S. Dollars, and we are not responsible for the conversion rates or processes used by the person who does.
16. **Merchant Return Policy.** If a merchant has a policy such as “no returns,” “no refunds,” “no return or credit without receipt,” “as is,” “store credit only,” or “all sales final,” you will be bound by that policy. If a merchant does not disclose a policy, you should ask what the return policy is to protect yourself.
17. **Reservations.** When using your Account to make travel or lodging reservations, obtain the cancellation policy. If you cancel, make sure you follow the policy and always obtain a cancellation number. Otherwise, the merchant or service provider may charge the Account for the transaction, and you may not refuse to pay us based on your cancellation.
18. **Recurring Transactions and Automatic Payments.** If you authorize a merchant to charge your Account for repeat or recurring transactions, you must notify the merchant if: (a) you want to discontinue the recurring transactions on your Account; (b) your Account is closed; or (c) your Account number or Card expiration date changes.
19. **Limitation of Our Responsibilities for Merchant Actions.** We will not be responsible for: (a) the merchandise or services you purchase with your Account; (b) the refusal of any person to honor your Card, Convenience Check or Account; or (c) an ATM that does not properly accept your Card, disperse cash, or otherwise perform as you requested. However, you may have certain billing rights and rights if you are dissatisfied with your credit card purchase, as summarized in the notice on pages 21-23.

## PART C: Your Liability

20. **Your Promise to Pay.** You promise to pay us all amounts for which you are liable as follows:

YOUR LIABILITY		
You are a:	If you:	And you are Liable for:
<b>Cardholder</b>	Established the Account, signed an application or other document establishing your liability, or made a transaction or payment knowing that your name appears on a Bill for the Account. <b>If your name appears on a Bill, this means our records show you are a Cardholder.</b>	The entire Account balances including any transactions made by you, another Cardholder, or an Authorized User, and any interest or fees. If there is more than one Cardholder, you are each jointly and severally liable for these amounts. This means we may, at our sole option, collect the entire Account balance from any one of you, or we may collect a portion from each of you.*
<b>Authorized User</b>	<ul style="list-style-type: none"><li>• Were granted express, implied, or apparent authority to use the Credit Card or the Account.</li><li>• Make a transaction that results in a direct or indirect benefit to a Cardholder or any member of the Cardholder's immediate family.</li></ul>	The transactions you make plus any related interest or fees. We will not attempt to collect from you unless a Cardholder refuses or fails to pay us.*

<b>Other User</b>	Are anyone using the Account other than a Cardholder or an Authorized User.	The transactions you make plus any related interest and fees.*
*At our option, we may transfer amounts you owe to a separate account in your name for billing purposes and report the account to the credit bureaus. The billing-only Account will not be open to new transactions.		

21. **Allowing Others to Use the Account:** Think carefully before allowing anyone to use the Account. This Account does not permit you to limit the nature or amount of authority granted to an Authorized User. **An Authorized User shall have the same authority as a Cardholder to (1) make Purchases, Balance Transfers, or Cash Advances; (2) access Account information; and (3) authorize others to use the Account.** A Cardholder does not need our permission to make someone an Authorized User, although we reserve the right to refuse to honor a request for an additional Card. To terminate the authority of an Authorized User, a Cardholder must first notify us and then request a new Account Number. If a Cardholder chooses to keep the same Account number, you understand that we cannot prevent the person from continuing to use the Account and you agree that any further use by the person will remain authorized.
22. **Releasing Person from Account Liability.** We may release a Cardholder, Authorized User, or Other User from liability at any time and in our sole discretion. We are not bound by any terms of a divorce decree including those that allocate liability for the Account between ex-spouses.

## PART D: Your Payments

23. **Your Bills and Required Minimum Payments.** We will send a bill each month when there is a balance over \$1 or an interest charge. We must receive payment of at least the Minimum Payment by the Due Date on each bill.

### **YOUR MINIMUM PAYMENT AMOUNT**

**Each Minimum Payment is one of the following amounts, whichever is greatest:**

The sum (rounded to the nearest dollar) of :

- 1% of the New Balance;
- Finance Charges, Interest, Fees;
- Debt Protection fees;
- Other Charges we may impose; and
- Any past due amount;

OR

\$15 plus any past due amount (or your New Balance if less than \$15);

OR

Your Overlimit amount.

**Late/Returned Payment Fees.** If we do not receive payment by the Due Date or if a payment is returned to us unpaid, we charge a Late Fee or Returned Payment Fee equal to the amount of the Minimum Payment that was due immediately before the date on which a payment (i) became late (in the case of the Late Fee); or (ii) was returned to us (in the case of a Returned Payment Fee), in either case up to the amount shown in the Pricing Schedule. We will not charge both fees based on the same Minimum Payment due.

**How we apply Payments.** We may apply Minimum Payments and other credits other than payments in any order we deem appropriate. Amounts paid in excess of a Minimum Payment are applied to the balance with the highest APR.

**When we credit Payments.** Payments received by us before 5 p.m. Central Time that meet the payment conditions in section 24 and on your bill will be credited as of the day of receipt. Payments that we accept that do not meet these requirements will be credited within 5 days unless they require special handling. We reserve the right to withhold credit availability on any payment.

**Pay-Ahead Program:** The Minimum Payment as calculated above is your Regular Minimum Payment. If your Account is eligible for our Pay-Ahead Program and is in good standing, when you pay more than the Regular Minimum Payment, we may, at our option, permit you to skip some or all of your next two Regular Minimum Payments. When this occurs, we continue to calculate your Regular Minimum Payment, however the amount of the minimum payment due displayed on the first page of your bill, on usaa.com, and on our phone systems is reduced by the amount you may skip. **The full Regular Minimum Payment amount is always shown in the Important Account Information section of your bill. Remember Finance Charges will continue to accrue in accordance with the Terms of this Agreement. You may opt out of the Pay-Ahead Program at any time by calling us at 1-800-531-USAA(8722).**

#### 24. Form of Payments.

- **DO NOT MAIL CASH, OR SEND ANY CORRESPONDENCE TO OUR PAYMENT ADDRESS.** We are not liable for any lost or stolen cash payments unless you have a receipt we issue to you at the time of payment.
- All checks and other payment instruments must be in U.S. Dollars and drawn on funds on deposit in a federally insured institution in the United States. Make sure to include your payment coupon from your Bill and/or your account number on your check or payment instrument. If you postdate your payment, you authorize us to process it on the date we receive it, even if it is before the date on the payment item. **When you pay by check, you authorize us to use information from your**

**check to make a one-time electronic funds transfer from your checking account. Funds may be withdrawn from your account as early as the day we receive your payment, and you will not receive your check back from your bank.**

- We may, but are not required to, accept any payment that in our sole discretion does not meet the above requirements or that we deem to be of a questionable nature or to require any special handling (a “Non-Conforming Payment”). Our decision to accept a payment is final. If we choose to accept a Non-Conforming Payment, we may charge you a reasonable service and collection fee. If we refuse to accept a payment and you re-present it to us, we will have no further responsibility to respond; however, if we do, you agree to pay us for our time and costs for handling your requests, including our employees’ time and attorney fees for research and handling.

**25. Payment of Disputed Balances.** Any check or other payment which you send to us for less than the full balance that is marked as “paid in full” or with any similar language or that you otherwise tender as full satisfaction of a disputed amount must be sent to USAA Credit Card Resolution Services, P.O. Box 34894, San Antonio, TX 78265. We may process payments mailed to any other address without regard to or being bound by any restrictions written on or sent with the check or payment instrument, and may accept payments that are marked with “paid in full” or any similar language without waiving or losing any of our rights to receive full payment under this Agreement.



## PART E: Default and Collections

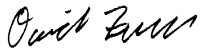
26. **Default.** Your Account is in Default if you fail to comply with any of the Terms of this Agreement or the terms of any other agreement with us or our affiliates; in the event of your death, incompetence, bankruptcy, insolvency, fraud or misrepresentation; or if any statement or information you made to us in your application or otherwise was untrue or incomplete. If you are in Default, we may, at our option suspend or cancel the Account and/or require you to pay the full amount you owe us at once (to the extent permitted, and after notice if required by law).
27. **Attorney Fees.** If we refer your Account to an attorney for collection, we may charge you for our reasonable attorney fees (including costs for attorneys who are employed by us) and court costs incurred by us to extent permitted by law.
28. **Account Settlements.** Any settlement of your Account balance for less than what is owed requires our written agreement.

## PART F: Miscellaneous Provisions

29. **Closing an Account and Continuation of Certain Terms of this Agreement.** We may close or suspend an Account at any time without prior notice. A Cardholder may also close an Account by notifying us. **Once your Account is closed, (A) you may not make any new transactions, and you must destroy all Cards and Convenience Checks; and (B) you must repay any outstanding balance pursuant to the Terms of this Agreement.** Closing the Account will not prevent transactions made from being added to the Account and you will remain liable for all unpaid balances including for transactions made or processed after the date the Account is closed.
30. **Lost, Stolen or Unauthorized Use of Cards or Convenience Checks.** You must tell us at once if a Card or Convenience Check is lost or stolen or you think someone used your Account without your permission. You may notify us by calling 1-800-531-USAA(8722). Cardholders are not liable for Unauthorized Use of a Credit Card. **“Unauthorized use”** means use by someone other than a Cardholder or Authorized User for which a Cardholder or any member of a Cardholder’s immediate family does not receive a direct or indirect benefit.
31. **Notices and Materials from Us to You.** We may send Cards, Convenience Checks, this Agreement, bills, notices and any other Account materials to any Cardholder at the last billing address provided to us, and this will be considered delivery and notice to all of you.

32. **Your Duty to Provide Us Certain Information.** You must notify us of any changes to your name, address, home or business telephone number, employment or income within 30 days of such change. You will also provide us updated financial information upon our request.
33. **Notices and materials from you to us.** You must contact us or send us materials at the places listed in the USAA Contact Information on pages 24 and 25.
34. **Telephone Monitoring.** We may listen to and record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive.
35. **Credit Information.** You have the right to dispute the accuracy of information we have reported. If you wish to do so, write us at: USAA Federal Savings Bank, Attn: **USAA/Consumer Report Disputes, Attn: Form Code # CLCBD, PO Box 33009, San Antonio, TX 78265-3009.** Please include your name, address, Account number, telephone number, Social Security number and a brief description of the problem. If available, please include a copy of the credit report in question.
36. **Assignment.** We may assign your Account or this Agreement without obtaining your consent. You may not assign your Account or this Agreement.
37. **Other Agreements.** This Agreement constitutes the entire agreement, and supersedes all prior agreements, between you and us governing the use of the Account.

38. **Expedited Delivery Service.** If you request us to send you anything related to your Account by expedited delivery and we can honor your request, we may charge your Account our Expedited Delivery Charges in effect at the time. We will advise you of the amount of the fee whenever you request expedited delivery.



David Fersdahl  
President  
USAA Savings Bank

IMPORTANT INFORMATION. Federal law requires us to obtain, verify, and record your name, address, date of birth, and other information that will allow us to identify you when you open an account and in certain other circumstances.

## Billing Rights Notice

### **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 Bill**

If you think there is an error on your Bill, write to us at:  
USAA Credit Card Services, P.O. Box 65020,  
San Antonio, TX 78265-5020.

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 Bill.
- At least 3 business days before an automated payment is

scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may also contact us on the Web at [www.usaa.com](http://www.usaa.com) or by phone at 1-800-531-USAA(8722), 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 2 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 think 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 Bill, 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 Bill 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: USAA Credit Card Services, P.O. Box 65020, San Antonio, TX 78265-5020. 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.

### **Liability for Unauthorized Use**

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, call us immediately at 1-800-531-USAA(8722) (overseas, call collect, (210) 282-8879). You may also contact us on the Web at [www.usaa.com](http://www.usaa.com) or write to us at: USAA Credit Card Services, 10750 McDermott Fwy, San Antonio, TX 78284-8499. With our Zero Liability Policy, you are not liable for Unauthorized Use of your Card.

<b>USAA Contact Information</b>	
<b>For:</b>	<b>Send information or contact us here:</b>
<b>Lost/Stolen Card</b>	<b>Call us immediately at: 1-800-531-USAA(8722), (overseas, call collect, (210) 282-8879). Or go to: <a href="http://www.usaa.com">www.usaa.com</a></b>
<b>General matters such as:</b> <ul style="list-style-type: none"> <li>• Changing your address, phone number, etc.</li> <li>• Request a credit limit increase</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Online at:</b> <a href="http://www.usaa.com">www.usaa.com</a></li> <li>• <b>By phone at:</b> 1-800-531-USAA(8722)</li> <li>• <b>Write to:</b> USAA Credit Card Services, 10750 McDermott Freeway, San Antonio, TX 78288-9786</li> </ul>
<b>Questions or disputes about your bill or transactions on the Account</b>	<ul style="list-style-type: none"> <li>• <b>To protect your rights, you should write to us at: USAA Credit Card Services, P.O. Box 65020, San Antonio, TX 78265-5020</b></li> <li>• You may also contact us on the Web at <a href="http://www.usaa.com">www.usaa.com</a> or by phone at 1-800-531-USAA(8722), but this will not preserve your rights.</li> </ul>
<b>Questions or disputes about our reports of your Account to the credit bureaus</b>	<b>Write to:</b> USAA/Consumer Report Dispute Attn: Form Code # CLCBD PO Box 33009 San Antonio, TX 78265-3009



<b>Arbitration papers</b>	<b>If you choose to begin arbitration, you must send arbitration notices to:</b> <ul style="list-style-type: none"> <li>• USAA General Counsel, 9800 Fredericksburg Road, San Antonio, TX 78288.</li> </ul>
<b>Payments</b>	<b>Make your payment:</b> <ul style="list-style-type: none"> <li>• Online at: <a href="http://www.usaa.com">www.usaa.com</a></li> <li>• By telephone at: 1-800-531-USAA(8722)</li> </ul> <b>Mail your payment to:</b> USAA Credit Card Payments 10750 McDermott Fwy San Antonio, TX 78288-0570 (Do not send any correspondence to the payment address.) <b>IMPORTANT: For payments tendered as full satisfaction of a disputed balance for less than what we claim you owe, you must mail your payment and letter to: Card Resolution Services, P.O. Box 34894, San Antonio, TX 78265</b>
<b>Copies of Documents</b>	<b>To request documents:</b> <ul style="list-style-type: none"> <li>• By telephone at: 1-800-531-USAA(8722)</li> <li>• By mail: USAA Credit Card Payments, 10750 McDermott Fwy, San Antonio, TX 78288-0570</li> </ul> <b>We charge a fee of \$10 per copy.</b>







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## USAA Credit Card Agreement Arbitration Addendum

This Arbitration Addendum is part of the USAA Credit Card Agreement. All capitalized words that are not defined in this Arbitration Addendum have the same meanings as in the Universal Terms and Conditions of 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."

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This Arbitration Addendum provides that either of us may elect to have a dispute resolved by arbitration rather than in a court by a judge or a jury. When arbitration is elected, both of our rights to go to court, have a trial by jury, conduct discovery, appeal, and to participate in a class action or any similar proceeding will be substantially limited.

### **A.1 How will disputes and claims be resolved?**

- Any Covered Claim, upon election by either of us, shall be resolved by arbitration according to the terms of this Arbitration Addendum. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. Parties in an arbitration present their claims and disputes to a neutral third person — an arbitrator — instead of a judge or jury. Arbitration is the way all parties to this Agreement will resolve any Covered Claim, except those subject to small claims courts as described below in section A.5.
- All Covered Claims must be submitted to arbitration, including without limitation (a) those based in contract; tort; state or federal statutes, regulations or ordinances; state or federal common law; state or federal constitutional law; and (b) those seeking any form of equitable or declaratory relief or money damages.

### **A.2 What is a covered claim?**

A Covered Claim is (without limitation) any pre-existing, present, or future dispute, claim, or controversy that in any way arises out of or relates to:

- This Agreement as it has been or will be amended from time to time, or the scope, validity, and enforceability of any Terms (including the Universal Terms and Conditions, the Pricing

Schedule, this Arbitration Addendum, and any other document we provide that indicates it is part of the USAA Credit Card Agreement).

- The Account or Account disclosures, including for example any application, advertisement, disclosure, promotion, or oral or written statement related to the Account, or the establishment, operation, or termination of your Account, whether occurring or made before your Account was opened or after it was closed or terminated.
- A Purchase, Balance Transfer, or Cash Advance, Convenience Check, interest, finance charge, fee, or other charge.
- A payment (or returned payment) or credit (or the failure to provide a credit).
- Your Account balance or any billing or collections matters relating to your Account.
- Any products, services, or benefit programs related to or offered in connection with your Account (including any insurance, debt cancellation, rewards program, rebates, sweepstakes, discounts, coupons, or benefits listed in your Account's Guide to Benefits).
- Our receipt, use, or disclosure of any information about you or your Account (including but not limited to any credit reporting or information sharing).
- The terms or method of financing (including the amount of fees, finance charges, or your credit limit).
- Any other matters relating to your Account or your past, present, or future relationship with us.

Any questions about whether a claim or dispute is a Covered Claim subject to arbitration shall be resolved by interpreting this Arbitration Clause in the broadest way it may be enforced, consistent with the Federal Arbitration Act ("FAA") and the terms of this Agreement.

### **A.3 Should either of us try to resolve a covered claim with the other party before filing arbitration?**

We prefer to resolve any dispute directly with you. Before starting arbitration, the party who has the claim or dispute shall notify the other party in writing and describe the dispute in reasonable detail. Both of us shall attempt in good faith to resolve the claim or dispute. However, if the dispute remains unresolved for thirty (30) days, then either of us may start arbitration. This provision shall not apply when one of us files a lawsuit against the other and the other party elects to arbitrate.

## **A.4 Are covered claims by you against our third parties also subject to arbitration?**

Any Covered Claim between you and any of the following persons must be arbitrated pursuant to the terms of this Arbitration Addendum upon the election of either of us:

- Our employees, representatives, or affiliated companies,
- Any other company that provides or offers any product, service, or benefits relating to the Account, or
- Any other person or entity that could be jointly liable with either of us if a Covered Claim is successfully pursued.

## **A.5 Can covered claims be litigated in small claims courts as an alternative to arbitration?**

Instead of proceeding to arbitration, either of us has the option to pursue a Covered Claim in a Small Claims Court (or the equivalent) so long as (1) the Covered Claim remains in that court, and (2) is made solely on behalf of the person making the Claim. If you or we file a Covered Claim in a Small Claims Court, and the other party files a counterclaim, cross-claim, or third-party complaint seeking injunctive relief, damages in an amount greater than the jurisdictional limit of the Small Claims Court or to obtain relief on behalf of other persons, then neither you nor us will have waived any arbitration rights and either of us may require the other's individual claims be arbitrated in accordance with the procedures set forth in this Arbitration Addendum.

## **A.6 Where must arbitration be filed?**

All arbitrations will be conducted by the following Arbitration Administrator:

**American Arbitration Association ("AAA")**

**335 Madison Avenue, Floor 10**

**New York, NY 10017-4605**

[www.adr.org](http://www.adr.org)

If the AAA is unable or unwilling to serve as Administrator, then whoever initiates the arbitration may choose an Administrator from a list maintained by USAA. If you do not agree with the Administrator we chose, then you have the right to require use of a different

Administrator from our list. You may contact us or the Administrator to obtain information about arbitration and to obtain the Administrator's arbitration rules ("Arbitration Rules"), as well as any claim forms and fee schedules. We will also provide that information to you if you ask for it.

## **A.7 How does either of us start arbitration?**

Both of us must follow the Administrator's Arbitration Rules to begin arbitration. If you choose to begin arbitration, you must send arbitration notices to us at:

**USAA General Counsel**  
**9800 Fredericksburg Road**  
**San Antonio, Texas 78288**

If we choose to begin arbitration, we must send notices to you at your last physical address contained in our records. Both of us have the right to be represented by an attorney in the arbitration proceedings.

## **A.8 How is the arbitrator selected?**

The Administrator maintains a list of approved arbitrators. Upon request, the Administrator will provide the names of seven (7) possible arbitrators. Both of us shall then have an opportunity to strike three (3) persons from that list. You will make the first strike, and then each of us shall alternate making strikes after that. After the last strike, the remaining person shall serve as the arbitrator.

## **A.9 Who pays the arbitration fees and costs?**

The Administrator charges certain fees in connection with arbitration proceedings ("Arbitration Fees"). We will pay any Arbitration Fees for any Covered Claim we file against you. If you file a Covered Claim and cannot afford to pay the Arbitration Fees, and if the Administrator determines that it will not waive any or all of the Arbitration Fees, then at your request we will advance those fees on your behalf. At the end, the arbitrator will ultimately decide who will be responsible for paying those and any other arbitration fees. Unless inconsistent with applicable law or the Administrator's rules, the parties will pay for their own arbitration costs (including fees and expenses of their own attorneys, experts, and witnesses), regardless of which party prevails in the arbitration.



## **A.10 Where will arbitration be conducted?**

The arbitration will be conducted at a place within the federal judicial district where your physical address is located or in the federal judicial district within which a lawsuit between you and us is pending and in which a motion to compel arbitration is made, unless both of us agree on a different location. The arbitration proceedings shall be conducted by telephone conference unless either of objects in writing to the Arbitrator.

## **A.11 What rules and laws will apply to the arbitration proceedings?**

The arbitrator must follow the Administrator's Arbitration Rules in effect at the time of the arbitration, unless they conflict with the terms of this Agreement. The arbitrator must (a) apply substantive law consistent with the FAA, (b) recognize and enforce all applicable statutes of limitation, and (c) honor all privileges recognized at law (including without limitation the attorney/client privilege and the attorney work product doctrine). The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and must be based upon the laws governing this Agreement.

## **A.12 What limitations on proceedings and other rights apply?**

The arbitrator shall be restricted to resolving only the Covered Claims between both of us. Unless both of us consent in writing, the arbitrator shall NOT have the authority to conduct any class-wide arbitration proceedings. The arbitrator may not consolidate or join together any Covered Claims either of us has against the other with any claims or disputes either of us may have with other persons or account holders, unless both of us consent in writing. You may not pursue any type of collective action or class action against us in court or in arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Covered Claim as to which arbitration has been elected. If one or more of the above limitations on proceedings and other rights is deemed to be unenforceable or interpreted to not prevent a collective or class action, then such collective or class action shall proceed in a court of law and not in arbitration.

## **A.13 What limitations apply to the arbitrator's authority.**

The arbitrator may award any damages or other relief permitted by applicable substantive law, including punitive damages. But the arbitrator may award punitive damages only under

circumstances where a court of competent jurisdiction could award such damages. In awarding punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of any punitive damages award. Before the decision becomes final, the arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is located. Any ruling based on this post-award review must be set forth in writing with a reasoned explanation. The arbitrator may award injunctive or declaratory relief that would benefit either of us, but the arbitrator may not award injunctive or declaratory relief for the benefit of others who are not named parties to the arbitration proceedings.

### **A.14 How is the arbitration decision enforced? Can the decision be appealed?**

The decision and judgment by the arbitrator shall be final, binding and enforceable in any court having jurisdiction. The decision will become final and binding after 15 days unless either of us seeks an appeal or review of the decision. Either of us has the option to appeal the arbitrator's decision to a panel consisting of three new arbitrators who will be selected by the strike process described in Section A.8 above. These arbitrators will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, will make a decision based on the vote of the majority, and will issue a written decision consistent with all of the previous terms of this Agreement. Whoever decides to appeal may waive the three-arbitrator appeal process and directly seek judicial review of the arbitrator's decision pursuant to 9 U.S.C. § 10. The arbitrator's decision (and, if appropriate, the panel's decision) may be judicially reviewed on all grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the decision is manifestly inconsistent with the terms of the Agreement or any applicable laws or regulations.

### **A.15 Can we use a court to enforce our rights to arbitrate?**

Nothing in this Agreement shall prevent either of us from enforcing all rights under this Arbitration Addendum if a Covered Claim is filed in court.

## A.16 Miscellaneous

The transactions between us involve interstate commerce and the FAA governs this Arbitration Addendum. State arbitration laws and procedures shall not apply to this Agreement. This Arbitration Addendum shall survive bankruptcy and termination or modification of the Online Agreement. If either of us do not request arbitration for a Covered Claim, it shall not be considered a waiver of the right to request arbitration for another Covered Claim. In the event of any conflict between this Arbitration Addendum and any other provision of the Credit Card Agreement, this Arbitration Addendum shall control. This Arbitration Addendum apply to and run to the benefit of both of our successors, assigns, transferees, executors, heirs, and representatives.

You understand and agree that if either of us elect to arbitrate a covered claim, this arbitration addendum precludes both of us from litigating claims through court or having a jury trial on that claim, or engaging in pre-arbitration discovery except as provided for in the arbitration rules. Further, neither of us will have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitration decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration.



**USAA 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 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 duty servicemember.

All other capitalized words in this MLA Addendum have the same meanings 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 an 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 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). 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 877-425-1377 to hear this disclosure orally.