

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 my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I must contact you in writing or electronically at: Los Angeles Police Federal Credit Union P. O. Box 10188, Van Nuys, CA 91410-0188; or

I may contact you via secure e-mail by visiting the LAPFCU website, [www.lapfcu.org](http://www.lapfcu.org), and clicking on "Contact" and "e-mail".

While you investigate, the same rules apply to the disputed amount as discussed above. After you finish your investigation, you will tell me your decision. At that point, if you think I owe an amount and I do not pay, you may report me as delinquent.



## **Classic VISA Credit Card Agreement and Federal Truth-In-Lending Disclosure Statement**

EFFECTIVE MAY 1, 2020  
IMPORTANT DOCUMENT  
PLEASE KEEP FOR YOUR RECORDS

LOST OR STOLEN CARDS  
(866) 604-0381  
(727) 570-4881

In this Classic VISA Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement (“Agreement”) the words “I”, “me”, “my” and “mine” mean each and all of those who apply for, or who sign for or use the Card and/or Account. The words “Credit Union”, “LAPFCU”, “you”, “your”, and “yours” mean Los Angeles Police Federal Credit Union. “Card” means the Classic VISA Credit Card(s) issued to me and any duplicates and/or renewals you may issue. “Account” means my Classic VISA Credit Card Account with you.

By requesting and receiving, signing, using or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments and/or change in terms thereto.

**ARBITRATION AND WAIVER OF CLASS ACTION:** The Credit Union and I agree that you and I shall attempt to informally settle any and all disputes arising out of, affecting, or relating to my Card, my Account, or the products or services you have provided, will provide or have offered to provide to me, and/or any aspect of my Account relationship with you (hereafter referred to as the “Claims”). If that cannot be done, then you and I agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (“Arbitration Agreement”), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or I, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or I may elect to resolve a particular Claim through arbitration, even if you or I have already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR I ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, I WILL GIVE UP MY RIGHT TO GO TO COURT TO ASSERT OR DEFEND MY RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent me from submitting any issue relating to my accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on my behalf.

**A. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and I do not agree on a substitute forum, then I can select the forum for the resolution of the Claims.

**B. Effective Date.** This Arbitration Agreement is effective upon the 61st day after you provide it to me (“Effective Date”), unless I opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

**C. Claims Arising Prior to Effective Date. THIS BINDING ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE**

**SURRENDER OF VISA CHECKS:** The Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

**My Billing Rights: Keep this Document for Future Use**

**This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.**

**What To Do If I Find a Mistake on My Statement**

If I think there is an error on my statement, I must write to you at:

Los Angeles Police Federal Credit Union  
P. O. Box 10188, Van Nuys, CA 91410-0188

I may also contact you via secure e-mail by visiting the LAPFCU website, [www.lapfcu.org](http://www.lapfcu.org), and clicking on “Contact” and “e-mail”.

In my letter, I must give you the following information:

- Account information: My name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If I think there is an error on my bill, I must describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

- Within 60 days after the error appeared on my statement.
- At least 3 business days before an automatic payment is scheduled, if I want to stop payment on the amount I think is wrong.

I must notify you of any potential errors in writing or electronically. I may call you, but if I do you are not required to investigate any potential errors and I may have to pay the amount in question.

**What Will Happen After You Receive My Letter**

**When you receive my letter, you must do two things:**

1. Within 30 days of receiving my letter, you must tell me that you received my letter. You will also tell me if you have already corrected the error.
2. Within 90 days of receiving my letter, you must either correct the error or explain to me why you believe the bill is correct.

**While you investigate whether or not there has been an error:**

- You cannot try to collect the amount in question, or report me as delinquent on that amount.
- The charge in question may remain on your statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

After you finish your investigation, one of two things will happen:

- If you made a mistake: I will not have to pay the amount in question or any interest or other fees related to that amount.
- If you do not believe there was a mistake: I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date the payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us.

If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.

**My Rights If I Am Dissatisfied With My Credit Card Purchases**

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the

## ADDITIONAL TERMS APPLICABLE TO VISA CHECKS

**CHECK USES:** I can use the VISA Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of my Credit Limit, or to conduct Balance Transfers up to the amount of my Credit Limit by using my VISA Check to pay a portion of or my entire account balance on a credit card issued by another financial institution. Use of the Checks is a Cash Advance or a Balance Transfer on my VISA Account. You will charge interest beginning as of the date the Check posts to my account. I cannot avoid paying interest on Check transactions. Any special rules applicable to credit card purchases described in this Agreement or any other features pertaining to card purchases do not apply to Checks.

**LIMITATIONS:** You are not required to honor a Check that will cause me to exceed my Credit Limit. You may refuse to pay a Check if at the time the Check is presented, I am in default or you have suspended, terminated or canceled the Account, the Check is not in the form you have issued to me, my signature or the payee's name or endorsement is missing on the Check or the Check appears altered or my Check is post-dated. Each Check must be in the form you have issued me. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. I am responsible for all authorized uses of the Checks. I may not use the Checks to pay any amount which I owe you pursuant to this Agreement. Certain merchants may inform me of their intent to convert my Check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time I receive a bill. For payments made in person, this notification will be provided at the time payment is made. I understand and agree that Checks are ineligible for conversion to an ACH debit and if presented by a merchant to you for payment, you are required to reject and return the entry. Using Checks for payments to merchants who have notified me of their intent to convert my check to an ACH debit may result in merchant returned item fees and/or late charges. I further understand and agree that I may not attempt to authorize a one-time advance from my Account via ACH by providing Check information (such as the routing, account, and serial numbers) to a merchant or other payee in person, via the Internet or by telephone for the purpose of having such merchant or other payee electronically initiate a funds transfer. You will not be liable for any fees I incur as a result of your failure to honor a Check that is converted to an ACH debit.

**PERIODIC STATEMENTS:** My periodic statement will show me an itemization of the Checks posted to the Account during the billing cycle. Checks paid by you will not be returned to me with my periodic statements.

**STOP PAYMENT:** Provided such request is timely, so that you have a reasonable opportunity to act upon it under your rules, I may order stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. A written stop payment order will remain in effect only six (6) months unless renewed in writing. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. You will charge a fee as set forth in the enclosed Schedule of Fees for each Check when I place a stop payment on my Check(s) which will be billed to the Account. You are not required to notify me when a stop payment order expires. If you re-credit my Account after paying a Check over a valid and timely stop payment order, I agree to sign a statement describing the dispute with the payee, to assign to you all of your rights against the payee or other holders of the check and to assist you in any legal action. I agree to indemnify and hold you harmless from all costs and expenses, including attorneys' fees, damages, or claims, related to you honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to you or the giving of inadequate time to act upon a stop payment request.

**DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

D. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of my residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief to the extent available under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on me by the AAA. However, I will be responsible for my own attorneys' fees, unless I prevail on my Claim in the arbitration, in which case, you will pay my attorneys' fees. However, if the Credit Union prevails, then I will not be required to pay the Credit Union's attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

E. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

F. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

G. **Survival.** This Arbitration Agreement will survive termination of the Account and/or this Agreement.

H. **Right to Opt-Out.** I have the right to opt-out of this Arbitration Agreement, provided I notify you of my intent to do so within 60 days after it is provided to me. My opt-out is only effective if I notify you in writing at Los Angeles Police Federal Credit Union, P.O. Box 10188, Van Nuys, California 91410-0188 within such 60-day time period. If I fail to opt-out within this 60-day time, I will be deemed to have consented to the resolution of my Claims through binding arbitration. In the event I opt-out, it shall not affect other terms and conditions of my Agreement or my relationship with the Credit Union.

I. **Inapplicability to Covered Borrowers.** This Arbitration Agreement will not apply to the extent prohibited under the federal Military Lending Act, such as if I am a "covered borrower" under the Military Lending Act.

J. **FOR MORE DETAILS** or if I have questions, I may call the Credit Union or visit a branch. If I have questions about AAA procedures, I should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

**MILITARY LENDING ACT (MLA) DISCLOSURE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The cost associated with credit insurance premiums; fees for ancillary

**products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this Military Lending Act disclosure and the payment obligations thereunder, I can call toll free at (877) MY-LAPFCU (877-695-2732), option 4.**

**AUTHORIZATION AND PAYMENT:** I authorize you to pay and charge my Account for all Purchases, Cash Advances and Balance Transfers made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Cash Advances and Balance Transfers charged to my Account whether resulting from: (1) actual use of my Card or Convenience Checks; (2) mail order or telephone, computer, or other electronic Purchases made without presenting the Card; or (3) any other circumstance where I authorize a charge, or authorize someone else to make a charge, to my Account (collectively, "authorized charges"). I promise to pay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all authorized charges on the terms and at the rates set forth herein, plus any **FINANCE CHARGES** assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement (the "Account Balance"). Payments will continue until I have paid in full the Account Balance. To protect me and you, you may, in your sole discretion, place a temporary hold on the credit available to me any time you receive a payment of \$1,000 or more from me via a payment method other than cash, certified funds or electronic transfer. In such cases, the hold on my available credit will remain in place until payment is actually collected by you.

**CHANGE OF TERMS:** Account and agreement terms are not guaranteed for any period of time. I understand and agree that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including financial terms such as the method of application and the amount of any **FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Monthly Periodic Rate** and/or fee in accordance with applicable laws. If required by applicable law, you will mail a notice of the change to me at my last known address. I also understand that in the event of a significant change, as defined under the federal Truth in Lending Act, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If you are required by applicable law to provide me a right to reject significant changes to this Agreement prior to the effective date of such changes, you will provide me with an explanation of how to reject the significant changes, unless I fail to make a required minimum payment within sixty (60) days after its due date. You may change the terms of this Agreement based on information in my credit report, market conditions, business strategy or for any other reason. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing, by me.

**INTEREST RATES AND INTEREST CHARGES:** I understand that a portion of my **FINANCE CHARGES** incurred during a billing cycle will include my **INTEREST CHARGES** incurred during that billing cycle. The **INTEREST CHARGE** for a billing cycle will be calculated by applying my Monthly Periodic Rate to my Average Daily Balance. I understand and agree that under the "Change of Terms" section above, you have the right in your sole and absolute discretion to change the amount of any **ANNUAL PERCENTAGE RATE, Monthly Periodic Rate** and/or **INTEREST CHARGE** that may apply to my Account.

Monthly Periodic **INTEREST CHARGE, Monthly Periodic Rate, and ANNUAL PERCENTAGE RATE:** The initial Monthly Periodic Rate used in calculating the Monthly Periodic **INTEREST CHARGE** is a discounted Monthly Periodic Rate with an initial discounted **ANNUAL PERCENTAGE RATE, as disclosed on the enclosed "Addendum to Classic VISA Credit Card Agreement & Federal Truth-in-Lending**

sent as soon as you mail it. You consider an electronic notice sent as soon as you email it, unless you receive notification that the email was undeliverable.

**DELAY IN ENFORCEMENT:** You can delay enforcing any of your rights under this Agreement without losing them.

**GOVERNING LAW:** I understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

**INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled "Addendum to the Classic VISA Credit Card Agreement and Federal Truth in Lending Disclosure Statement" which is delivered together with this form is an integral part of the Agreement and is incorporated herein as if set forth in full.

**MEMBERSHIP REQUIREMENT:** I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account and/or Card privileges including future Purchases, Advances and Balance Transfers. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not maintain my membership in good standing with you. **TERMINATION:** You may terminate this Agreement upon my default. Either you or I may terminate this Agreement for other good cause. In no event shall any termination relieve me of my obligation to repay sums already borrowed, **FINANCE CHARGES, Late Payment Fees, and all other fees and charges** hereunder, if any. I agree to return all of the Cards issued to me or any party designated by me.

**CREDIT INFORMATION:** I authorize you to investigate my credit when opening, renewing or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law. I understand that you may provide information to credit bureaus about negative information concerning my Account (such as my insolvency, delinquency, late payment or default on my Account) which the credit bureaus may include in my credit report. If I think you have given incorrect information to a consumer reporting agency about me, I may contact you at (877) 695-2732 and you will research it. You will let me know if you agree or disagree with me. If you agree with me, you will contact each consumer reporting agency you reported to and request a correction.

**CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS:** I understand and agree that I must report to you any change in my name, address, employment status, or any other information that may negatively affect my creditworthiness.

**ACCURACY OF INFORMATION:** The information provided in my request for credit (Application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the Application. I understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union. You may gather credit and/or employment information you deem necessary and appropriate from time to time, in accordance with applicable laws, and you may give information concerning your credit experience with me to others.

**COPY RECEIVED:** I acknowledge receipt of a copy of this Agreement and agree to its terms. This Agreement is the contract which applies to all transactions on the Account even though the sales, Cash Advance, credit or other slips I sign or receive may contain different terms. I understand and agree that all of those who apply for and who sign for or use the Card or the Account agree to and accept the terms and conditions of this Agreement.

**NOTICE:** See the statement below for important information regarding my right to dispute billing errors.

If this is a joint account, neither party can be released from his or her obligations except upon your approval.

**SIGNATURE REQUIREMENT:** In order for my Card to be valid, I must activate and sign the Card as soon as I receive it. However, my liability does not depend on whether or not I sign my Card.

**CONSUMER PURPOSES:** I may use my Account only for personal, family or household uses; I may not use the Account for business purposes. If I do use my Account for business purposes, this Agreement still applies and I must pay you for those Transactions. You may close my Account if you learn that I am using it for business purposes.

**MOBILE PHONES OR OTHER DEVICES:** Smart phones, tablets and other electronic devices can store my Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use my Card to make Transactions may have separate terms of use. You are not responsible if I violate those terms, or for any consequences resulting from any violation. When my Account is accessible by my mobile device, it is important that I treat my mobile device with the same care I would the Card. For example, I should secure my mobile device against unauthorized access. Additionally, if I give someone my phone, or other mobile device, that can be the same as giving that person my Card.

**CHANGING BENEFITS:** You reserve the right to change or discontinue any benefit, rewards program, service or feature offered in connection with my Account, at any time and for any reason.

**CONTACTING YOU:** I agree that you (and/or your authorized agents) may contact me in order to service my account or to collect any amounts I owe at any phone number, email address or mailing address I provide. This includes communications to mobile, cellular/wireless, or similar devices. You may contact me by live operator, auto-dialer, prerecorded or artificial voice, text or email. I agree to pay any charges assessed by my plan provider for communications you send to me, as well as communications I send to you.

**CALL MONITORING:** You may listen to and record telephone calls between me and you to monitor and improve the quality of service I receive.

**SUSPICIOUS ACTIVITY:** The Credit Union is committed to keeping my financial transactions as secure as possible. You use a credit card fraud detection system designed using neural network technology that tracks my credit card purchase patterns. The system analyzes authorization requests for my Card in real time and compares them to my purchase history as well as current fraud trends. If you detect unusual transaction patterns, you can take action to reduce the potential for fraud, including but not limited to suspending credit privileges. As my profile and transactions change over time, the system updates its files. You reserve the right to identify Transactions as unauthorized or fraudulent and subsequently to decline those Transactions. You are not responsible for any loss or damage arising out of any declined Transaction.

**MERCHANT FEES:** Some merchants, including merchants outside the U.S., may charge me a fee to use my Card for a Purchase. The fee may be either a percentage of the amount of my Purchase or a flat fee, and will be added to the amount of my Purchase. Usually, a merchant will tell me about this fee before I use my Card, but not always. You do not control these fees and cannot prevent them.

**RECURRING AUTHORIZED TRANSACTIONS:** If I authorize a merchant or any other person to charge my Account for recurring Transactions, I must notify the merchant if: (a) I want to discontinue these Transactions; (b) my Account is closed; (c) my Account number changes; or (d) my Card expiration date changes. I am responsible for reinstating any recurring authorized Transactions.

**NOTICES:** You will send any notices to my billing address, or, if I have agreed to receive notices from you in an electronic format, you will send notices to me in an electronic form. You consider a notice

Disclosure Statement” (“Addendum”). The initial discounted Monthly Periodic Rate will remain in effect during my first six (6) monthly billing cycles unless I fail to make a payment when due or I make a payment that is returned (for further information, please refer to the **PENALTY ANNUAL PERCENTAGE RATE** section below). Thereafter, the Monthly Periodic Rate used in calculating the Monthly Periodic **INTEREST CHARGE** and the corresponding **ANNUAL PERCENTAGE RATE** are disclosed on the enclosed Addendum. The Monthly Periodic **INTEREST CHARGE** is imposed as follows:

Cash Advances: Periodic **INTEREST CHARGES** will be imposed on Cash Advances that I obtain through the use of my Card as of the date of each such Cash Advance and will continue to accrue until the Cash Advance is repaid.

Credit Purchases of Goods and Services: If a Grace Period applies, periodic **INTEREST CHARGES** will be imposed on credit purchases only if they are not paid in full within twenty-five (25) days after the Statement Closing Date (“Grace Period”) each and every billing cycle. To the extent that a credit purchase is not subject to a Grace Period, a periodic **INTEREST CHARGE** will be calculated on credit purchases that I obtain with my Card as of the date such credit purchase is posted to my Account and will continue to accrue until the date of repayment.

Balance Transfers: Periodic **INTEREST CHARGES** will be imposed on balance transfers only if they are not paid in full within twenty-five (25) days after the Statement Closing Date (“Grace Period”). To the extent that a balance transfer is not subject to a Grace Period, a periodic **INTEREST CHARGE** will be calculated on balance transfers that I obtain with my Card as of the date such balance transfer is posted to my Account and will continue to accrue until the date of repayment.

**MINIMUM INTEREST CHARGE:** A minimum **INTEREST CHARGE** of \$0.50 will be assessed whenever a Monthly Periodic **INTEREST CHARGE** is imposed. The Monthly Periodic **INTEREST CHARGE** for each billing cycle will be calculated by applying the Average Daily Balance (described below) for the billing cycle by the Monthly Periodic Rate. The Monthly Periodic Rate is determined by dividing the **ANNUAL PERCENTAGE RATE** by 12.

**TRANSACTION FEES:** I understand that, in addition to **INTEREST CHARGES** incurred during a billing cycle another portion of my **FINANCE CHARGES** incurred during a billing cycle may include **TRANSACTION FEES** incurred during that billing cycle. My **TRANSACTION FEES** for a billing cycle will be the sum of two (2) components set forth below, each of which is a **FINANCE CHARGE**. I understand and agree that under the “Change of Terms” section above, you have the right in your sole and absolute discretion to change the amount of any **TRANSACTION FEE** that may apply to my Account.

Cash Advance Fee: One (1) component of the **TRANSACTION FEE** is the Cash Advance Fee. Cash Advance transactions are subject to a Cash Advance Fee which shall be the greater of \$2.00 or 2% of the amount of the Advance which is posted to the Account during the billing cycle, but not to exceed \$25.00 per Cash Advance. In addition, a Cash Advance Fee may not cause the **FINANCE CHARGE** to exceed the maximum rate permitted for a federal credit union. Cash Advances are subject to the Monthly Periodic Rate (see below) during the billing cycle in which the Cash Advance Fee is imposed.

Foreign Transactions Fee: The second (2nd) component of the **TRANSACTION FEE** is the Foreign Transactions Fee. Purchases, Cash Advances, and credit transactions made in foreign currencies are subject to a Foreign Transactions Fee of 1.0% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle. International Purchases, Cash Advances, and credit transactions that are not made in foreign currencies are subject to a Foreign Transactions Fee of .8% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle. The above

TRANSACTION FEES and other fees for the billing cycle will be shown on my periodic statement.

**PENALTY ANNUAL PERCENTAGE RATE:** A penalty **ANNUAL PERCENTAGE RATE** of 17.90% (corresponding Monthly Periodic Rate of 1.492%) may be applied to my Account Balance if I fail to make a payment when due or I make a payment that is returned. You will provide me notice of such penalty **ANNUAL PERCENTAGE RATE** at least forty-five (45) days prior to the effective date of the penalty **ANNUAL PERCENTAGE RATE** and such notice will inform me which future transactions and/or outstanding balances are subject to the penalty **ANNUAL PERCENTAGE RATE**.

Generally, the penalty **ANNUAL PERCENTAGE RATE** will apply to future transactions that occur more than fourteen (14) days after you provide me notice of the penalty **ANNUAL PERCENTAGE RATE** and my **ANNUAL PERCENTAGE RATE** will revert to the applicable "standard" **ANNUAL PERCENTAGE RATE** provided for in this Agreement, provided that I make six (6) consecutive Minimum Monthly Payments when due beginning with the first (1st) payment due after the effective date of the increase.

However, if I fail to make a Minimum Monthly Payment within sixty (60) days after its Payment Due Date, the penalty **ANNUAL PERCENTAGE RATE** will apply to all outstanding balances and future transactions. In such event, my **ANNUAL PERCENTAGE RATE** will cease applying to transactions that occurred prior to or within fourteen (14) days of provision of the notice and will revert to the applicable "standard" **ANNUAL PERCENTAGE RATE** set forth above, provided that I make six (6) consecutive Minimum Monthly Payments when due beginning with the first (1st) payment due after the effective date of the increase.

**HOW TO COMPUTE THE CASH ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:**

Average Daily Balance (including current Cash Advance transactions): You figure a portion of the **FINANCE CHARGE** on my Account by applying the Cash Advance Monthly Periodic Rate to the Average Daily Balance of Cash Advances (including current Cash Advances). To get the Average Daily Balance of Cash Advance transactions you take the beginning balance of Cash Advance transactions on my Account each day, add any new Cash Advances, and subtract any payments or credits, and unpaid **INTEREST CHARGES** and other **FINANCE CHARGES**. This gives you the daily balance of Cash Advance transactions. Then, you add up all the daily balances of Cash Advance transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Cash Advance transactions.

**HOW TO COMPUTE THE PURCHASE BALANCE (CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF GOODS AND SERVICES) UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:**

Average Daily Balance (including current Purchase transactions): You figure a portion of the **INTEREST CHARGE** on my Account by applying the Purchase Monthly Periodic Rate to the Average Daily Balance of Credit Purchases (including current Purchase transactions). To get the Average Daily Balance of Purchase transactions you take the beginning balance of Purchase transactions on my Account each day, add any new Purchases, and subtract any payments or credits, and unpaid **INTEREST CHARGES** and other **FINANCE CHARGES**. This gives you the daily balance of Purchase transactions. Then, you add up all the daily balances of Purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Purchase transactions.

Average Daily Balance (including current Balance Transfer transactions): You figure a portion of the **INTEREST CHARGE** on my Account by applying the Balance Transfer Monthly Periodic Rate to the Average Daily Balance of Balance Transfers (including current

terminal to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and: (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50.00 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant.

**RETURNS AND ADJUSTMENTS:** If a merchant discloses a policy such as "no returns," "no refunds," "no return or credit without receipt," "as is," "store credit only" or "all sales final," I will be bound by that policy when I use my Card to buy goods or services from that merchant. Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to my Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases, Advances and Balance Transfers or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

**UNAUTHORIZED USE:** If I notice the loss or theft of my Card or a possible unauthorized use of my Card, I should write to you immediately at: P. O. Box 10188, Van Nuys, California 91410-0188, or call you at (877) 695-2732. I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50. My liability may be zero (\$0) in cases of VISA Credit Card fraud in accordance with current VISA U.S.A., Inc. Operating Regulations. I agree that in the event of a lost, stolen, not received, or counterfeited card, or fraudulent activity on my Account, I and all parties given access to the Account will complete an affidavit of forgery in a form approved by you, when applicable. I also agree to assist you in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of my Card, Account number or PIN and to comply with such other procedures as you may require in connection with your investigation.

**SURRENDER OF CARD(S):** The Card(s) remains your property and, if you request, I must surrender to you all Cards you have issued on the Account.

**LOST OR STOLEN CARD(S) NOTIFICATION AND LIABILITY:** I will notify you AT ONCE by immediately calling you at (866) 604-0381 or, if I am outside the U.S., call collect at (727) 570-4881 if I believe that the Card, Account number, PIN or any combination of the three has been lost or stolen. Telephoning is the best way of keeping my possible losses down. I understand that my total liability to you shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft or unauthorized use of the Account and/or Card that occurs prior to the time I give notice to you. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

**PAYMENTS MARKED "PAID IN FULL":** You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by you only in written agreement, signed by an authorized representative of the Credit Union.

**JOINT ACCOUNTS:** If this is a joint Account, each of us will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that you can require any one of us individually to repay the Account Balance. Each of us authorizes the other to make Transactions individually. Any one of us may close the Account and such closure will be effective as to all of us. We agree that all notices regarding the Account may be sent solely to the cardholder whose name and address appears on our billing records.

sufficient available credit. Occasionally for security reasons, you may block usage of my Card and/or Account in certain foreign countries or geographical areas. You will not be liable to me if any of these events happen. My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction including, without limitation any "racketeering activity" as defined in 18 U.S.C. § 1961; or (2) any gambling, gaming, betting or similar activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, betting or any similar activity or transaction. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

**FOREIGN TRANSACTIONS:** Purchases, Cash Advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. Such regulations provide for either a .8% currency exchange fee for single currency transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multicurrency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the Purchase, Cash Advance, or credit and retained by VISA. Transactions conducted in U.S. military bases, territories, embassies, or consulates are not considered international transactions and will not be subject to the .8% currency exchange fee. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES, TRANSACTION FEES,** and other **FINANCE CHARGES, Late Payment Fees,** and all other fees and charges, if any, arising from the use of the Card and/or Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you and I will repay the unpaid balance to you. My obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which you are not a party may direct me or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with me for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including mine. The Cards remain your property and I must recover and surrender to you all Cards upon your request and/or upon termination of this Account.

**TRANSACTION SLIPS:** My periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, Cash Advances, credit or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my periodic statement. You may assess a reasonable fee for any photocopies or slips I request.

**PLAN MERCHANT DISPUTES:** You are not responsible for the refusal of any plan merchant or financial institution or electronic

Balance Transfers). To get the Average Daily Balance of Balance Transfer transactions you take the beginning balance of Balance Transfer transactions on my Account each day, add any new Balance Transfer transactions, and subtract any payments or credits, and unpaid **INTEREST CHARGES** and other **FINANCE CHARGES**. This gives you the daily balance of Balance Transfer transactions. Then, you add up all the daily balances of Balance Transfer transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Balance Transfer transactions.

This determines my total periodic **INTEREST CHARGES** for the billing cycle. Actual periodic **INTEREST CHARGES** will be shown on my periodic statement. The combination of periodic **INTEREST CHARGES, Cash Advance Fee and Foreign Transactions Fee,** will not exceed the **ANNUAL PERCENTAGE RATE** permitted under applicable law.

**GRACE PERIOD:** I will not pay any interest on Purchases or Balance Transfers if I pay the entire New Balance, including any Cash Advances, in full by the Payment Due Date shown on my monthly statement each and every billing cycle. Generally, I will have at least a twenty-five (25) day Grace Period from the close of each billing cycle to pay the entire New Balance without incurring additional interest on Purchases or Balance Transfers. The Payment Due Date disclosed on each monthly statement provided to me is the last day of my Grace Period for that statement's billing cycle. If I do not pay the entire New Balance, including any Cash Advances, in full by the Payment Due Date in a billing cycle, I will pay interest on my Purchases and Balance Transfers from the date they are posted to my account. I also will not have a Grace Period on Purchases or Balance Transfers again until I pay the entire New Balance in full by the Payment Due Date two (2) billing cycles in a row.

Cash Advances do not have a Grace Period, as they are subject to **INTEREST CHARGES** from the date the transaction posts to my account.

**CREDIT LIMIT:** You will establish a Credit Limit for me. At your discretion, you may increase or decrease my Credit Limit at any time, and may provide separate limits for Purchases, Cash Advances and Balance Transfers. You will notify me if you do, either by mail or through my periodic statement. If I object to any Credit Limit increase, I must notify you immediately in writing. Upon receipt of such notice, my Credit Limit will be reduced to its prior limit, however, I will be responsible to pay any amounts by which I have exceeded the reduced limit. I agree not to allow my Account Balance to exceed my Credit Limit. I agree to advise you of any change in my financial condition which may affect my creditworthiness. I agree to update the credit information that I have provided you, from time to time, on your demand. I or my joint applicant for the Account may request a change to the Credit Limit orally, in writing, or electronically, but any such request must be approved by you. If my Credit Limit is increased, I am immediately responsible for the new Credit Limit and any increase in the Account Balance even when it differs from an amount previously agreed to orally or in writing.

**MINIMUM MONTHLY PAYMENT:** Every month, I must pay at least the Minimum monthly payment by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum monthly payment from my Credit Union share or share draft account. I may, of course, pay more frequently, pay more, or pay the Account Balance in full, and I will reduce my periodic **FINANCE CHARGE** by doing so. The Minimum monthly payment will be either: (a) 2% of my Account Balance, or \$20, whichever is greater; or (b) my Account Balance, if it is less than \$20. In addition, I must pay any amount on my periodic statement listed as past due and any late charge. At any time my Account Balance exceeds my Credit Limit, I must pay the excess.

The "Payment Due Date" will be shown on my periodic statement.

I understand and agree that any Minimum Monthly Payment made by me will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic **INTEREST CHARGES, TRANSACTION FEES,** and other **FINANCE CHARGES** due on Purchases, Cash Advances and Balance Transfers; (c) outstanding balances of Balance Transfers, Cash Advances and Purchases previously billed; and (d) current Balance Transfers, Cash Advances and Purchases. Any payment I make in excess of the Minimum Monthly Payment will be applied to my balances subject to the highest **ANNUAL PERCENTAGE RATE** first, then to balances subject to lower **ANNUAL PERCENTAGE RATES,** in descending order of **ANNUAL PERCENTAGE RATES** until all balances subject to an **ANNUAL PERCENTAGE RATE** are paid in full. Thereafter, you will apply all payments in excess of the Minimum Monthly Payment, if applicable, in the same order as you apply the Minimum Monthly Payment.

**LATE PAYMENT FEE:** If you have not received my Minimum Monthly Payment within ten (10) days after the "Payment Due Date" listed on my periodic statement, I agree to pay a Late Payment Fee as set forth in the enclosed Schedule of Fees which accompanies this Agreement and is incorporated by reference herein as though set forth in full.

**RETURNED PAYMENT FEE:** If a payment that was applied to my Account is returned to you unpaid for any reason I agree to pay a Returned Payment Fee as set forth in the enclosed Schedule of Fees.

This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in my regular share or checking account.

**CASH ADVANCE FEE:** For each Cash Advance, a Cash Advance Fee of either \$2 or 2% of the amount of the Advance will be charged, whichever is greater, subject to a maximum fee of \$25 for each Cash Advance transaction. Cash Advance transactions include ATM withdrawals, online funds transfers, telephonic funds transfers, and in person Cash Advances at a financial institution's branch from the Account.

**BALANCE TRANSFER:** I understand that I can request a Balance Transfer transaction, which allows me to pay a portion or the entire balance of a credit card account I maintain with another institution. Any request I make for a Balance Transfer is subject to your approval, based on my Credit Limit, my creditworthiness, and my good standing as a member.

**CREDIT LIFE AND/OR DISABILITY INSURANCE:** The purchase of this insurance is entirely voluntary and is not a factor in the approval of the extension of credit. If credit life and/or disability insurance is available to me on the Account, and I request it by completing the Credit Insurance Application/Schedule which contains current rates and qualifying information, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance on the Account. You will add the premium amount to my Account Balance on each Billing Cycle Close Date. I acknowledge receiving a copy of the Credit Insurance Application/Schedule.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Monthly Payment, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand and agree that I will only be charged periodic **INTEREST CHARGES** to the date I repay my entire Account Balance. I may make larger payments without penalty and this may reduce the total amount of periodic **INTEREST CHARGES** that I will repay. If I pay more than the Minimum Monthly Payment in any month and there is still a balance due, I must continue to make Minimum Monthly Payments in future months. Any partial payment of my Account Balance will not advance my next payment due date(s). I understand and agree that any payment that: (a) delays or (b) accelerates the repayment of my Account Balance will: (a) increase or (b) decrease my Monthly Periodic **INTEREST CHARGE.**

**PAYMENTS BY AUTOMATIC TRANSFER:** If I request payment by automatic transfer, I understand and agree that no payment can or will

be made if there are insufficient or uncollected funds in the designated account to make the scheduled payment. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account Balance is paid in full. My written notice to cancel must be received by you, at PO BOX 10188, Van Nuys, CA 91410-0188, at least three (3) business days before the automatic transfer is scheduled to occur. You may cancel this service at your discretion.

**DEFAULT:** I will be in default if: (1) I do not pay on time or in the proper amount(s); (2) I have made a false or misleading statement on my application; (3) I fail to live up to any of the terms of this Agreement; (4) my creditworthiness is impaired; or (5) I die, become insolvent or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement, I agree to pay the costs thereof, including reasonable attorneys' fees, and other expenses. I understand and agree that **INTEREST CHARGES** at the **ANNUAL PERCENTAGE RATE** as permitted under this Agreement will continue to accrue until I repay my entire Account Balance.

**ACCELERATION AND COLLECTION COSTS:** Upon my default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account and Card privileges and/or you may demand immediate payment of the Account Balance, including **INTEREST CHARGES, TRANSACTION FEES,** and other **FINANCE CHARGES,** Late Payment Fees, and your collection costs, reasonable attorneys' fees, and court costs (collectively "collection related charges"), and all other fees and charges hereunder. I understand and agree that I will be subject to **INTEREST CHARGES** (at the applicable Monthly Periodic Rate), **TRANSACTION FEES,** and other **FINANCE CHARGES,** Late Payment Fees, collection-related charges, and all other fees and charges under the terms disclosed in this Agreement, until I repay my entire Account Balance. In the event of any action by you to enforce this Agreement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses.

**ELECTRONIC FUND TRANSFER:** In the event the use of the Card, the Account or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement expands or amends this Agreement.

**PURCHASES, ADVANCES and BALANCE TRANSFERS:** I may make Purchases, Balance Transfers and request Advances in accordance with then current loan policies up to my Credit Limit. I understand and agree that all purchases and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are subject to your approval.

**USING THE CARD:** To make a Purchase or obtain an Advance, I may present the Card or Card number to a participating VISA plan merchant, to you or to another financial institution that accepts Classic VISA Credit Cards and sign or authorize a sales or Cash Advance draft. Certain purchases, Cash Advances and Balance Transfers will require an authorization prior to completion of the transaction. In some cases, I may be asked to provide identification. If I have received a personal identification number ("PIN"), I may also use my Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts my Card or other type of electronic terminal that provides access to the VISA system. (Not all ATMs accept Classic VISA Credit Cards.) My PIN is confidential and should not be disclosed to anyone. I agree not to write my PIN on my Card, I will not keep my Card and PIN together, and I will not provide my PIN to anyone who is not an authorized user. Advances through ATM access will be treated as Cash Advances. Advances at authorized ATMs are limited to a total of \$700.00 per day. I may also provide my Card number verbally, electronically, or in writing to a merchant to complete a mail, electronic or telephone transaction. If your authorized system is not working, I may not be able to authorize a transaction, even if I have