

***Credit Card  
Agreement and Federal  
Truth-In-Lending  
Disclosure***  
*(Retain for your Records)*

Effective: 7/1/10  
M-101611

## VISA® CREDIT CARD ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement and Disclosure Statement, the words "I," "me," "my," and "mine" mean each and all of those who apply for or use the Credit Union Visa® Card issued by Credit Union Card Association, a division of Wescom Central Credit Union, and/or Visa Account. "Credit Union," "you," "your," and "yours" mean Credit Union Card Association. "Card" means the Visa Card issued to me and any duplicates and/or renewals you may issue. "Account" means my Visa 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 thereto.

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.**

**ACCOUNT OPENING TABLE:** The Account Opening Table provides your ANNUAL PERCENTAGE RATE and additional Account terms. It accompanies this document and is incorporated herein by this reference as though set forth in full.

**AUTHORIZATION AND PAYMENT:** I authorize you to pay and charge my Account for all Purchases, Balance Transfers, and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Balance Transfers, and Cash Advances 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 and Disclosure Statement (the "Account Balance"). Payments will continue until I have paid in full the Account Balance.

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 and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any INTEREST CHARGE, Transaction Fee, or other 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 and Disclosure Statement 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 and Disclosure Statement 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 for Cash Advances, Balance Transfers, and Purchases: The Monthly Periodic Rate used in calculating the Monthly Periodic INTEREST CHARGE for Cash Advances, Balance Transfers, and Purchases is based upon the "Prime Rate" as published in the "Money Rates" section of the print edition of the Wall Street

Journal (the "Index"). My ANNUAL PERCENTAGE RATE for Cash Advances, Balance Transfers, and Purchases is determined by adding a "Margin" to the Index in effect as of the 1st day of the month preceding the month of my Adjustment Date. I will refer to the Rate Table which accompanies this document and is incorporated herein by this reference as though set forth in full, for my Margin, Initial Index, Initial Monthly Periodic Rate and corresponding Initial ANNUAL PERCENTAGE RATE.

My ANNUAL PERCENTAGE RATE may increase or decrease every month. Any such change will be based on an increase or decrease in the "Index" as set forth in the Rate Table. In the event that the Prime Rate ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change monthly on the 1st day of the month. These dates shall be known as "Adjustment Dates." The Index in effect on the first (1st) day of the preceding month shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the Adjustment Date. For example, the Index in effect on January 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on February 1 of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on December 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective January 1 of the following year.

The maximum ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement is 30%. There is no minimum ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement. There are no annual (or other) limitations on changes in the ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Agreement and Disclosure Statement are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Agreement and Disclosure Statement are at your discretion. Any increase or decrease in the AN-

NUAL PERCENTAGE RATE will result in changes in the amount and/or number of payments required to repay the unpaid balance.

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. 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. My Transaction Fees for a billing cycle will be the sum of the three (3) components below, each of which is a FINANCE CHARGE.

1. 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 of \$5 or 3% of the amount of the Advance, whichever is greater and is posted to the Account during the billing cycle, not to exceed the maximum fee of \$75 per advance.

2. Foreign Transactions Fee: The second (2nd) component of the Transaction Fee is the Foreign Transactions Fee. International Purchases, Cash Advances, and credit transactions are subject to a Foreign Transactions Fee of 2% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle, regardless of whether the international transaction requires a currency conversion.

3. Balance Transfer Fee: The third (3rd) component of the Transaction Fee is the Balance Transfer Fee. Balance Transfer transactions are subject to a Balance Transfer Fee of \$5 or 3% of the amount of the Transfer, whichever is greater and is posted to the Account during the billing cycle, not to exceed the maximum fee of \$75 per Balance Transfer transaction.

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 may be applied to my Account Balance if I fail to make a payment when due. I will refer to the Rate Table for the current Penalty ANNUAL PERCENTAGE RATE. You will provide me notice of such penalty ANNUAL PER-

CENTAGE 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 increase and will revert to the applicable "standard" ANNUAL PERCENTAGE RATE set forth in the enclosed Rate Table, 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 on the enclosed Periodic Rate Table, 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.

**CREDIT INFORMATION:** I authorize you to investigate my credit standing 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.

**HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES, UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED.**

Average Daily Balance (including new purchases). 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 Pur-

chases, 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.

I have at least a 21 day grace period from the close of each billing cycle to pay the New Balance without incurring additional INTEREST CHARGES provided that either: (1) you received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the previous billing cycle's periodic statement; or (2) the previous billing cycle's ending balance was \$0. If I have a grace period to pay the New Balance for any billing cycle, and do not pay the New Balance in full during this grace period, INTEREST CHARGES will be assessed on any portion of the New Balance not paid during the grace period using the Average Daily Balance method as explained above. The Payment Due Date disclosed on each periodic statement provided to me is the last day of my grace period for that statement's billing cycle.

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

Average Daily Balance (including current Cash Advance transactions). You figure a portion of the INTEREST CHARGE on my Account by applying the 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.

There is no grace period in order to avoid the imposition of INTEREST CHARGES on Cash Advances.

HOW TO COMPUTE THE BALANCE TRANSFER BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED:

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

There is no grace period in order to avoid the imposition of INTEREST CHARGES on Balance Transfers.

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

**MINIMUM PAYMENT:** Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due 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 INTEREST CHARGE by doing so. The Minimum Payment Due will be either: (a) 1% of my Account Balance as it appears on my statement plus the INTEREST CHARGES, plus any fees, past due amounts and overlimit amounts, or \$15, whichever is greater; or (b) my Account Balance, if it is less than \$15.

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 INTER-

EST CHARGES, Transaction Fees, and other FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (c) outstanding balances of Cash Advances, Balance Transfers, and Purchases previously billed; and (d) current Cash Advances, Balance Transfers, and Purchases. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them. 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.

CREDIT LIMIT: My Account has a Credit Limit that is established by you. You may increase or decrease my Credit Limit at any time and you may notify me of such increase or decrease by mail or through a statement sent to the primary Accountholder's address of record, in accordance with applicable legal requirements. You will provide me oral or written notice of any decrease in my Credit Limit. If I object to any Credit Limit increase, I must notify you immediately. 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.

RETURNED PAYMENT FEE: If a payment that was applied to my Account is returned to you unpaid for any reason, I will be charged a \$25 Returned Payment Fee. 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 \$5 or 3% of the amount of the Advance will be charged, whichever is greater, subject to a maximum fee of \$75 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 FEE:** 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. If you approve my requested Balance Transfer transaction, a Balance Transfer Fee of either \$5 or 3% of the amount of the Balance Transfer will be charged, whichever is greater, subject to a maximum fee of \$75 for each Balance Transfer transaction.

**LATE PAYMENT FEE:** You will charge a Late Payment Fee of \$15.00 with respect to any monthly billing cycle as a late payment fee on the minimum payment due that is not paid within 15 days after the date the payment is due. However, the late charge shall not exceed the maximum amount permitted under applicable law.

**RETURNED CHECK FEE:** You will charge a Return Check Fee of \$25.00 any time I write a convenience check and it is returned by you, for any reason.

**STOP PAYMENT FEE:** You will charge a Stop Payment of \$25.00 if I request a stop payment on a convenience check I have written.

**DOCUMENT COPY FEE:** If I request a copy of any Statement other than the most recent Statement or I request copies of Purchase or Cash Advance drafts, you will charge me a \$5.00 fee per document.

**MINIMUM INTEREST CHARGE:** You will charge me a minimum INTEREST CHARGE of \$1.00 in any month in which interest charges are billed.

**RUSH CARD FEE:** You will charge a \$25.00 fee if I request to have my card rushed to me.

**PURCHASES AND ADVANCES:** I may make Purchases and request Advances in accordance with then current loan policies up to my available 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.

**LIMITS ON CASH ADVANCES AND BALANCE TRANSFERS.**

Cash advance transactions may be requested up to a maximum of 50% of my established Credit Limit. Cash advance transactions include Visa Checks, Balance Transfers, ATM withdrawals, transfers and advances made at any financial institution that accepts Visa.

**USING THE CARD:** To make a Purchase or obtain an Advance, there are two alternative procedures to be followed: One is for me to present the Card or Card number to a participating Visa plan merchant, to you, or to another financial institution, and sign or authorize a sales or Cash Advance draft. The other is to complete the transaction by using my Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system.

My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; 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, gaming, betting, or any similar transaction or activity. 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/checks 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.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Payment Due, 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 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 INTEREST CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum 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 sub-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 Agreement is paid in full. 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 fail to live up to any of the terms of this Agreement and Disclosure Statement; 3) my creditworthiness is impaired; or 4) 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 and Disclosure Statement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that **INTEREST CHARGES** at the **ANNUAL PERCENTAGE RATE** as permitted under this Agreement and Disclosure Statement 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 charges, and your collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). 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 charges, and collection-related charges under the terms disclosed in this Agreement and Disclosure Statement, until I repay my entire Account Balance.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement and Disclosure Statement for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Transaction Fees, and other **FINANCE CHARGES**, and late charges (if any) and other fees, arising from the use of the 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. 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.

**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:

Customer Service  
P.O. Box 31112  
Tampa, FL 33631-3112

or call you at 800-654-7728.

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 lower in cases of Visa® Card fraud in accordance with Current Visa® U.S.A., Inc. Operating Rules.

**TERMINATION:** You may terminate this Agreement and Disclosure Statement upon my default. Either you or I may terminate this Agreement and Disclosure Statement for other good cause. In no event shall any termination relieve me of my obligation to repay the entire Account Balance. I agree to return all the Cards issued to me or any party designated by me.

**TRANSACTION SLIPS:** My periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, 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 make a reasonable charge for any photocopies or slips I request.

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

**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. You understand and agree that a 2% fee for international transactions will be added to the amount of the Purchase, Cash Advance, or credit, regardless of whether the international transaction requires a currency conversion. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from 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 difference.

**RETURNS AND ADJUSTMENTS:** 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 the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases and Cash Advances for up to sixty (60) days. If my credit balance is \$5.00 or more, you will refund it on my written request or automatically after sixty (60) days. If my credit balance is less than \$5.00 and I have not requested a refund of the amount to the address on file, the credit will be cleared from my Account.

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

**LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY:** I will notify you AT ONCE if I believe that the Card, Account number, PIN, or any combination of the three has been lost or stolen by immediately calling you at (800) 654-7728. 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 other 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 any indebtedness without being bound by such language or waiving any rights under this Agreement and Disclosure Statement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

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

**GOVERNING LAW:** I understand and agree that this Agreement and Disclosure Statement 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 "Additional Disclosure - Federal Truth-in-Lending Act" which is delivered together with this Agreement and Disclosure Statement is an integrated part of the Agreement and Disclosure Statement.

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

**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 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 Disclosure Statement and agree to accept its terms.

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

**MY BILLING RIGHTS:** Keep this Notice 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:

Customer Service  
P.O. Box 31112  
Tampa, FL 33631-3112

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 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 my 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 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 at:

Customer Service  
P.O. Box 31112  
Tampa, FL 33631-3112

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.