

**IMPORTANT:** This Agreement contains full and complete disclosure of all rates and charges applicable to First U.S. Community Credit Union’s VISA® and the terms of the Agreement for use of the VISA® card.

| <b>VISA® Credit Cards: Interest Rate and Interest Charges</b>   |  |
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| <b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances</b>  | <p><b>0%</b> introductory APR in effect for six months (new cards only).</p> <p><b>9.90% to 12.90%</b> when you open your account, based on your creditworthiness. APR may include .50% discount for automatic payments.</p> <p><b>14.90%</b> for a secured card (120% security to limit ratio).<br/>The APR that applies after the introductory period will not increase.</p> |
| <b>Penalty APR and When it Applies</b>  | <b>None</b> for new credit card accounts.  |
| <b>How to Avoid Paying Interest on Purchases</b>  | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on your account if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.  |
| <b>Minimum Interest Charge</b>  | <b>None</b>  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>   | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>  |
| <b>VISA® Credit Cards: Fees</b>   |  |
| <b>Annual Fee</b>   | <b>None</b>  |
| <b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul> | <p><b>None</b></p> <p>Either <b>2%</b> of each cash advance or a <b>\$2.00</b> minimum, <b>\$50.00</b> maximum<br/>Up to <b>1%</b> of each transaction in U.S. dollars</p>   |
| <b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>                                    | <p><b>\$10.00</b></p> <p><b>\$29.00</b></p>  |
| <b>Other Fees</b> <ul style="list-style-type: none"> <li>• Card Replacement</li> <li>• Sales Draft Copies</li> </ul>                                | <p><b>\$10.00</b>. Rush replacement: <b>\$37.00</b></p> <p>Original copy: <b>\$6.00</b>, Photocopy: <b>\$5.00</b></p>  |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases)”.

**Loss of Introductory APR:** Not applicable.

**Billing Rights:** Please refer to the Agreement below for details.

Please contact us for any changes to this information at (916) 576-5700 or (800) 556-6768 or by writing to 580 University Avenue, Sacramento, CA 95825. Information is accurate as of March 4, 2019.

## MILITARY LENDING ACT DISCLOSURES

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For VISA® credit card accounts, your payment is 2% of the outstanding balance or \$10, whichever is greater, or the total new balance if it is less than \$10 plus any portion of the minimum payment(s) remaining unpaid from previous statements.

Listen to these disclosures and a description of your payment obligations by calling toll-free 1-800-556-6768 option 9.

### SPECIAL TERMS APPLICABLE TO VISA® TRANSACTIONS

- 1. RESPONSIBILITY:** I agree to repay all debt and **INTEREST CHARGES** arising from the use of my card. I am responsible for all charges incurred by myself, my spouse, minor children and any other party or parties to whom I give the card, and this responsibility continues until the card is recovered. I cannot disclaim responsibility by notifying you, although you will close the account to new transactions, if I so request and I will return all cards to you. My obligation to pay the account balance and all interest charges and other fees and charges continues even though an agreement, divorce, decree or other court judgment to which you are not a party may direct some other party to pay the account. Any person using the 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.
- 2. INTEREST CHARGES, CREDIT CARD PURCHASES AND CASH ADVANCES:** The method used to compute the **INTEREST CHARGE**, as well as all other applicable federal disclosures are disclosed above and my use of the card(s) will certify my acceptance of the terms contained therein and in this Agreement. An interest charge computed on a monthly periodic rate will begin to accrue for new purchases if I do not pay the New Balance in full within twenty-five (25) days after the billing date of the statement on which the new purchases first appear. An interest charge computed on a monthly periodic rate will be imposed and will begin to accrue on the transaction date of all cash advances or purchases (except as provided above) and will continue to be imposed until I have paid any outstanding balance in full.
- 3. VISA® FEES AND CHARGES:** All fees and charges are disclosed above. All rates, fees and charges are subject to change at any time; however, I will be given notice of any changes prior to the effective date of such change.
- 4. CREDIT LIMIT:** I will be notified by you of my credit limit upon credit approval. This credit limit is self-replenishing. I agree not to exceed my specified credit limit at any time. I may request an increase in my credit limit at any time in writing. If you, for any good reason, decide to terminate my credit card privileges, I understand that I remain liable to pay all amounts owed at that time and I agree to return all the cards which have been issued to me or to any party designated by me.
- 5. USING THE CARD:** I may use any of three methods to make a purchase or cash advance: a) I may present the card to a participating merchant, to you or to another financial institution, and sign the sales slip or cash advance draft which will be imprinted with my card; or b) I may complete a transaction by using my Personal Identification Number (PIN) in conjunction with my card at an Automated Teller Machine (ATM) or other type of electronic terminal which provides access to the credit card system, limited to \$500.00 per day; or c) I may give my card number verbally, in writing, or electronically to a merchant to complete a mail, telephone, or electronic transaction. My periodic statement will identify the merchant, electronic terminal or financial institution, at which the transactions were made, but sales, cash advance, credit or other slips will not be returned with the statement.
- 6. MONTHLY PAYMENT:** Each month I will receive a statement showing my previous balance or purchases and cash advances, the current transactions on my account, the unused portion of my credit limit available to me, the **INTEREST CHARGE** due, the total new balance and the minimum payment required. I agree to pay at least the minimum payment due upon receipt of the statement. I may pay more frequently, pay more than the minimum payment or pay the entire balance due without penalty. The minimum payment will be 2% of my total new balance or \$10.00, whichever is greater, or my total new balance if it is less than \$10.00, plus any portion of the minimum payment(s) remaining unpaid from previous statements. If my total new balance exceeds my credit limit at any time, I must immediately pay the excess amount in addition to the regularly scheduled payment. Payments will be applied first to late charges and other applicable fees, then the **INTEREST CHARGE** due on purchases and cash advances, then to the outstanding principal balances of cash advances and purchases. You may accept late payments or partial payments or checks, drafts, or money orders marked "payment in full" without losing any of your rights under this Agreement. Payments received more than 10 days after the 25<sup>th</sup> day of the month may be subject to the late charge. Payments are subject to posting delays of up to five (5) days if received at any address other than the address designated on the monthly statement for mailing payments. If my payment due date is a day on which the Credit Union does not receive or accept payments by mail (a weekend or holiday), my payment will be considered received on time if it is delivered on the following business day. (For example, if the due date is a Sunday the 25<sup>th</sup>, my payment will be on time if it is delivered by Monday the 26<sup>th</sup> before close of business.) Electronic, telephone or payments made in person in the branch will be credited the same day.
- 7. AUTOMATIC PAYMENT OPTION:** If I have requested your automatic payment option, minimum payments due will be automatically deducted from my designated account on my payment due date. If my designated account does not contain sufficient funds on my payment date, an automatic payment deduction of the available funds will be made towards the minimum payment. In the event I have authorized automated payment and obtained a reduction in my monthly periodic rate and corresponding **ANNUAL PERCENTAGE RATE** and I terminate the automated payment or if I have insufficient funds to make a payment when due, you will adjust the monthly periodic rate and corresponding **ANNUAL PERCENTAGE RATE** to reflect the deletion of the automatic payment discount.
- 8. CHANGE IN TERMS:** You may change any of the terms and conditions of the Agreement at any time with proper advance notice.
- 9. CREDITS:** If merchants who honor my card give me credit for returns or adjustments, they will do so by issuing a credit slip which will be

posted to my account. If my credits and payments exceed what I owe, you will hold and apply this credit balance against future purchases and cash advances, or refund it if it is for \$1.00 or more at my written request or automatically after six months.

10. **FOREIGN TRANSACTIONS:** I may incur a foreign transaction fee when my credit card transaction requires a currency conversion – in person, over the phone or online from anywhere – or is processed in a country other than the United States, even if the currency used is in U.S. dollars. If a transaction is in a foreign currency, VISA® will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from a range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction. Generally, the fee is 1% of the transaction amount. For example: I make a foreign purchase worth \$100.00 (USD). I will pay an additional \$1.00 (USD) foreign transaction fee. This exchange rate disclosure applies to VISA® Credit Cards. (VISA® Debit Cards are excluded.)
11. **PLAN MERCHANT DISPUTES:** You are not responsible for the refusal of any plan merchant or financial institution to honor my card. The Credit Union is not responsible for problems with goods or services purchased with the card, subject to the limitations disclosed below under “My Rights If I Am Dissatisfied With My Credit Card Purchases”.
12. **DEFAULT:** I will be in default if I fail to make any minimum payment on the Payment Due Date shown on my monthly statement. I will also be in default if my ability to repay you is materially reduced by an increase in my obligations, bankruptcy or insolvency proceedings involving me, my death or my failure to abide by this Agreement, if I exceed my stated credit limit and fail to pay the excess with the next payment, or if I am in default under any other agreement I have with you. You would, at that time, have the right to demand payment of my entire account balance, subject to your providing me with any legally required notice. I will also be liable for all costs and charges applicable to my account.
13. **OWNERSHIP OF CARD:** Any card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation (which can be done without notice) or withdrawal of my credit privileges. My cards may be retained or retrieved and/or destroyed by a merchant or electronic terminal upon use of the card after you have terminated my account.
14. **EFFECT OF AGREEMENT:** This Agreement applies to all transactions on my credit card account even though the sales, cash advance or credit or other slips I sign contain different terms. You may modify this Agreement from time to time with written advance notice, and my continued use of the card after you have modified this Agreement constitutes my agreement to be bound by the changed terms.
15. **CANCELLATION:** I can cancel my account at any time by returning to you my card along with a letter requesting that you cancel my account. You may cancel this Agreement at any time. However, my obligations under this agreement and any charges made prior to cancellation will continue to apply until I have paid you all the money I owe you on the account.
16. **LIABILITY DISCLOSURE:** I will notify the Credit Union AT ONCE if I believe that my VISA® has been lost or stolen. Telephoning is the best way of keeping my possible losses down. I understand that my total liability to the Credit Union shall not exceed \$50.00 for any card transactions resulting from the loss, theft or other unauthorized use of the card that occurs prior to the time I give notice to you. Such liability does not apply when the card is used to make an electronic transfer.
17. **LOST OR STOLEN CARDS:** If I believe that my card has been lost or stolen, I will immediately call the Credit Union, 24 hours a day, at 916-576-5700 or 1-800-556-6768 option 4.
18. **CHANGE OF ADDRESS:** I will advise you promptly if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.
19. **COMMUNICATION:** I will advise you promptly if I change my phone number.

I hereby give you my express consent to call me regarding this or any relationship I have with the Credit Union at any phone number you obtain from me or from any other source, including cell phones, using any source including but not limited to auto dialers.

20. **OVERDRAFT PROTECTION:** This VISA® may be designated as an overdraft source for First U.S. checking accounts.

## MY BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells 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:

First U.S. Community Credit Union  
580 University Avenue  
Sacramento, CA 95825

In my letter, I will 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 will 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 automated 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*. 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 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.
- I 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 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 yet 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:

First U.S. Community Credit Union  
580 University Avenue  
Sacramento, CA 95825

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.