

**TRANSACTION SLIPS:** My 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 statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my monthly statement. You may make a reasonable charge for any photostatted copies of slips I request.

**PLAN MERCHANT DISPUTES:** You are not responsible for the refusal of any plan merchant or financial institution to honor my 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 (ISA fee):** When I use my card for a foreign transaction, the transaction amount may be converted into U.S. dollars by applying an exchange rate selected by VISA from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate VISA itself receives.

A fee equal to 1% of the transaction amount is added to each international transaction. For example if your international transaction resulted in US \$100, the fee would be \$1.00.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the 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 and Cash Advances, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

**OWNERSHIP OF CARDS:** Any card or other device, which you supply to me is non-transferable and is the property of you. You may repossess any and all cards at any time at your sole discretion without demand or notice. All cards must be returned to you, or to any person whom you authorize to act as your agent, or any person who is authorized to honor the cards according to instructions.

**TERMINATION OF CARD PRIVILEGES:** If my card privileges are terminated, I must immediately surrender all of my Cards. Termination of Card privileges does not affect any rights and obligations for transactions made with the Card before the privileges were terminated.

**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 my account.

**LOST OR STOLEN CARDS:** To report lost or stolen card(s), the Account Number, PIN or any combination of the three, I will call you at 1 (877) 875-8092.

**PAYMENTS MARKED “PAID IN FULL”:** You may accept checks, money orders, or other types of payment marked “payment in full” or use other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any right under this Agreement. You shall accept full satisfaction of indebtedness only in a written agreement, signed by your authorized representative.

**DELAY IN ENFORCEMENT:** You can delay in 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 that California’s choice of law rules shall not be applied if they would result in the application of non California law.

**FORCE MAJURE:** You are not liable for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, terrorist action, Act of God or other circumstances beyond your control.

**CHANGE OF NAME, ADDRESS and EMPLOYMENT STATUS:** I understand that I must report to you any change in my name, address or employment status within sixty (60) days of such change.

**CHANGE OF TERMS:** This Agreement is the contract which applies to all transactions on my account even though the sales, Cash Advances, credit or other slips I sign or receive may contain different terms. I understand that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the method of application and the amount of Finance Charge, effective as to any unpaid balance outstanding and any subsequent advance by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least Forty Five (45) days prior to the effective date of the change as required by Federal or other law. Notice of 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.

**STATEMENTS:** With certain exceptions, CCU provides account holders with statements listing the account transactions. I agree to examine my statements as soon as I receive them. I assume full responsibility for monitoring and reviewing the activity of my account and the work of my employees, agents, and accountants.

I agree to notify you immediately if I think there is an error or an unauthorized transaction shown on my statement. Unless I notify us promptly, you will assume the statement is correct. If you send me a statement or item which contains or discloses an erroneous debit, unauthorized or missing signature or an alteration, I must notify you promptly of that fact, but no later than 60 days after you mail or deliver the item or statement to me. For these purposes, statements will be deemed to have been mailed on the first business day following the statement date. I further agree that if I fail to report any erroneous debit, unauthorized or missing signatures or an alteration within this time frame I cannot assert a claim against CCU on any items or transactions in that statement, and thereafter by the same wrongdoer, and as between me and CCU the loss will belong entirely to me. This 60-day limitation is without regard to whether you did or did not use ordinary care.

My statements and notices will be mailed to the last address you have on file for the account. If my signature card indicates that statements and notices are to be held by you, you may mail them to the last address on file for the account if they are not picked up within 90 days. If two consecutive statements and/or notices are returned to CCU by the Postal Service for any reason, you may hold subsequent statements and notices of every kind until we receive forwarding information from me and you may destroy such statements and notices if I do not claim them within one (1) year from the date of mailing.

If I do not receive my scheduled statement, it is my obligation to notify you of that fact.

**RELEASING ACCOUNT INFORMATION:** I authorize you to release information regarding the current status and history of my account to others. You may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with the law or a court order; (4) when an inquiry is made regarding whether my account has sufficient funds to cover a check drawn on my account, (5) with my authorization; and (6) for other legitimate business purposes. CCU, from time to time, enters into agreements with third parties to provide bank related services for the CCU. The services provided by the third parties may include check-processing services, data processing services or other bank-related services. I authorize you to release information regarding my account to such third-party services providers in connection with the service providers providing bank related services for CCU.

**CREDIT INFORMATION:** I authorize you to investigate my credit standing when opening, renewing or reviewing my account, and I authorize you to disclose information regarding my account to credit bureaus and other creditors who inquire about my credit standing to the extent authorized by law. If I dispute credit information you are reporting about me, I may notify you at Attn: Credit Department, P.O. Box 29100, Glendale, CA 91209-9100 or call you at 1 (877) 875-8092.

**NEGATIVE CREDIT REPORTING:** CCU may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

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

**COPY RECEIVED:** By activating and/or using my Card or allowing an authorized user to use my Card, I acknowledge receipt of a copy of this Agreement and Federal Truth-In-Lending Disclosure Statement and agree to and accept its terms.

**YOUR BILLING RIGHTS**

(Keep this Notice for future use)

This notice contains information about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement:  
If you think there is an error on your statement, write us at:

California Credit Union  
Cardholder Services Disputes  
6000 Perimeter Drive  
Dublin, OH 43017

In your letter, give us the following information:  

- Account Information: Your Name and account number
- Dollar Amount: The dollar amount of the suspected error.
- Description of the problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:  

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

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

What Will Happen After We Receive Your Letter  
When we receive your letter, we must do two things:  

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

While we investigate whether or not there has been an error:  

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

After we finish our investigation, one of two things will happen:  

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases  
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:  

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

California Credit Union  
Cardholder Services Disputes  
6000 Perimeter Drive  
Dublin, OH 43017

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



**PLATINUM VISA, VISA GOLD REWARDS, SCHOOL REWARDS VISA AND/OR SECURED PLATINUM VISA AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

INTEREST RATES AND INTEREST CHARGES	
Purchase Annual Percentage Rate (APR)	Prime + 6.74% to Prime + 17.74% 9.99% to 20.99% This APR will vary with the Market based on the Prime Rate
Balance Transfer APR	Prime + 6.74% to Prime + 17.74% 9.99% to 20.99% This APR will vary with the Market based on the Prime Rate
Cash Advance APR	Prime + 6.74% to Prime + 17.74% 9.99% to 20.99% This APR will vary with the Market based on the Prime Rate
Penalty APR and When It Applies	23.15% This APR will vary with the Market based on the Prime Rate This APR may be applied to your account if you 1. Make a late payment over 30 days past the due date Make a payment that is returned
Default Minimum Monthly Payment	The default Payment will be either <b>3%</b> of the new balance or <b>\$10</b> whichever is greater. The default Payment may be applied to your account if you 1. Make a late payment over 30 days past the due date Make a payment that is returned
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using 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>FEES</b>	
Annual Fee	None
Transaction Fees •Balance Transfer •Cash Advance •Foreign Transaction	•Either <b>\$5</b> or <b>2%</b> of the amount of each transfer, whichever is greater. •Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater. • <b>1%</b> of each transfer in US dollars.
Penalty Fees •Late Payment •Over-the-Limit •Returned Payment •Stop Payment	• <b>\$7</b> • <b>\$10</b> • <b>\$18</b> • <b>\$15</b> for checks drawn on the credit card account

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

See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Membership in the Credit Union:** I must qualify for and become a member of CCU. You reserve the right to close my account(s) if my membership in CCU terminates. I agree that at your option you may suspend my rights to member services if I violate the terms of this agreement or any other agreement with me, or if I cause a loss to CCU.

I pledge to CCU and grant a security interest in all my share accounts to secure what I owe. When I am in default I authorize CCU to apply the balance in my individual and joint share accounts at the time of default to pay on amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the pledge of accounts and security interest I have given in my shares and deposits. I further understand that the granting of security interests was a condition for the approval of the credit card.

#### CARD MEMBER AGREEMENT

In this Agreement and Disclosure Statement the words "I", "me", and "my" mean each and all of those who apply for or use California Credit Union Platinum Visa, Visa Gold Rewards, School Rewards Visa and/or Secured Platinum Visa. "You", "your", and "yours" mean California Credit Union (CCU). "Card" means the Platinum Visa, Visa Gold Rewards, School Rewards Visa and/or Secured Platinum Visa issued to me and any duplicates you may issue. "Account" means my Platinum Visa, Visa Gold Rewards, School Rewards Visa and/or Secured Platinum Visa Account with you.

By requesting and receiving, signing or permitting others to use a Platinum Visa, Visa Gold Rewards, School Rewards Visa and/or Secured Platinum Visa issued to me by California Credit Union, I agree to the following terms and conditions and any amendments thereto:

**MEMBERSHIP IN THE CREDIT UNION:** I must qualify for and become a member of CCU. You reserve the right to close my account(s) if my membership in CCU terminates. I agree that at your option you may suspend my rights to member services if I violate the terms of this agreement or any other agreement with me, or if I cause a loss to CCU.

I pledge to CCU and grant CCU a security interest in all my share accounts to secure what I owe. When I am in default I authorize CCU to apply the balance in my individual and joint share accounts at the time of default to pay on amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the pledge of accounts and security interest I have given in my shares and deposits. I further understand that the granting of security interests was a condition for the approval of the credit card.

Notice: This Document Contains Provisions For a Variable Annual Percentage Rate.

The Monthly Periodic Rate is determined by dividing The Annual Percentage Rate (determined as set forth below) by 12 and will change when the Annual Percentage Rate changes. The Monthly Periodic Finance Charge for each billing cycle will be the sum of the Monthly Periodic Finance Charge on my "Purchase" Balance and the Monthly Periodic Finance Charge on my "Cash Advance" Balance and cash advance transaction fees (see explanation below) for the billing cycle. The Monthly Periodic Finance Charge on my Purchases Balance is calculated by multiplying the Average Daily Balance for Purchases (see explanation below) on my account for the billing cycle by the applicable Monthly Periodic Rate. The Monthly Periodic Finance Charge on my Cash Advances Balance is calculated by multiplying the Average Daily Balance for Cash Advances (see explanation below) on my account for the billing cycle by the applicable Monthly Periodic Rate.

**HOW YOU DETERMINE CHANGES IN MY ANNUAL PERCENTAGE RATE:** The Annual Percentage Rate may increase or decrease on the first day of each monthly billing cycle (the "Adjustment Date") during the term of this Agreement. Any such change will be based on an increase or decrease of the most recent "Prime Rate" as published by the Wall Street Journal and available as of the first Tuesday of the calendar month prior to the Adjustment Date (herein "Index"). If more than one rate is listed under the heading "Prime Rate" in the Wall Street Journal, you shall use the lowest rate for purposes of calculating the Index. In the event that the Wall Street Journal ceases publishing the "Prime Rate", changes in the Annual Percentage Rate will be related to a comparable Index.

For example, the Index in effect on the first Tuesday in January shall be used to calculate the Annual Percentage Rate effective as of the first day of the next billing cycle in February of the same year. The Index in effect on the first Tuesday in February shall be used to calculate the Annual Percentage Rate effective as of the first day of the next billing cycle in March of the same year, and so forth. The maximum Annual Percentage Rate during the term of this Agreement may not exceed the maximum Annual Percentage Rate permitted for California state chartered credit unions at the time of each Annual Percentage Rate change. Decreases in the Annual Percentage Rate in accordance with the terms of this Agreement are mandatory. Increases in the Annual Percentage Rate in accordance with the terms of this Agreement are at your discretion. If the Annual Percentage Rate and corresponding Monthly Periodic Rate increases or decreases the Finance Charge will increase or decrease and

the number of payments required to repay the unpaid balance may increase or decrease. Each change in the Annual Percentage Rate and the corresponding Monthly Periodic Rate will apply to any unpaid balance on the effective date of such change as well as to future purchases and advances.

**CONDITIONS UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED:** The conditions under which a Finance Charge will be imposed depend upon whether the transaction is a Cash Advance or a Purchase.

**FINANCE CHARGE ON CASH ADVANCES:** A Finance Charge will be imposed on the Cash Advances outstanding in my Account whenever the statement of the Billing Cycle being concluded (the "current statement") reflects Cash Advances outstanding at any time during the Billing Cycle. You will charge a Finance Charge on my Cash Advances from the date they are posted to my Account.

**BALANCE TRANSFER FEE:** You will assess a Balance Transfer Fee for balance transfers. For each of these balance transfers, you will add a Finance Charge equal to 2.0% of the balance transfer amount, but not less than \$5. This Finance Charge will be added to the balance transfer balance on my Account.

The Finance Charge on Balance Transfers consists of i) Balance Transfer Fees and ii) interest computed at a Monthly Periodic Rate. The Annual Percentage Rate for all outstanding indebtedness and new balances relating to Balance Transfers is the same as the purchase rate for transactions. The current Monthly Periodic Rate and the Annual Percentage Rate for Balance Transfers transactions is the same as the purchase rate for your card. This rate is subject to increase or decrease monthly in accordance with changes in the Prime Rate, as set forth in more detail in the paragraph above on Prime Rate Adjustments. An increase may result in a higher minimum monthly payment.

**CASH ADVANCE TRANSACTION FEE:** You will assess a Cash Advance Transaction Fee for ATM and bank Cash Advances, and for use of convenience checks and other credit instruments or devices intended for my use in obtaining Cash Advances. For each of these Cash Advances, you will add a Finance Charge equal to 3.0% of the Cash Advance amount, but not less than \$5. This Finance Charge will be added to the Cash Advance balance on my Account.

The Finance Charge on Cash Advances consists of i) Cash Advance Transaction Fees and ii) interest computed at a Monthly Periodic Rate. The Annual Percentage Rate for all outstanding indebtedness and new balances relating to Cash Advances is the same as the purchase rate for transactions. The current Monthly Periodic Rate and the Annual Percentage Rate for cash advance transactions is the same as the purchase rate for your card. This rate is subject to increase or decrease monthly in accordance with changes in the Prime Rate, as set forth in more detail in the paragraph above on Prime Rate Adjustments. An increase may result in a higher minimum monthly payment.

**FINANCE CHARGE ON PURCHASES:** Whenever any portion of the amount shown as the Previous Balance in the current statement remains unpaid after the due date shown on the previous statement, a Finance Charge will be imposed on the Purchases reflected in the New Balance on my current statement.

However, any new Purchases that are reflected for the first time on my current statement will not be subject to a Finance Charge during the Billing Cycle reflected in the current statement if: (a) I have no Previous Balance on my current statement (b) the payments and credits received by you are at least equal to the Previous Balance that appears on my current statement. All other new Purchases will be "Purchases that are subject to a Finance Charge".

You will charge a Finance Charge on the "Purchases that are subject to a Finance Charge" from the date they are posted to my Account. The minimum Finance Charge, if any, imposed on Purchases posted to the Account will not be less than \$0.50.

The monthly Periodic Rate and the Annual Percentage Rate on Purchase Transactions in effect during any billing cycle is determined by adding a margin to the Prime Rate as set forth in more detail in the paragraph above on Prime Rate Adjustments.

**DEFAULT RATE:** Regardless of any other provision in your Agreement to the contrary (including any introductory or promotional rates), you may, when permitted by applicable law, impose a higher monthly Periodic Rate and corresponding Annual Percentage Rate (a "Default Rate") to my Account if I fail to pay the total amount due shown on my monthly statement by sixty days (60) after the payment due date.

The Default Rate may vary, and is calculated by adding 19.90% to Wall street Journal prime rate to determine my current Annual Percentage Rate. The maximum default rate (CAP) is 23.15%. The Default Rate will take effect on the first day of the Billing Cycle that follows a Triggering Event (failure to pay the total amount due by sixty (60) days after the scheduled due date), and will apply to my outstanding balances in effect and any new Purchase and Cash Advance transactions. The Default Rate will remain in effect until I have paid six consecutive timely monthly payments immediately following the effective date of the increase (the "Default Rate Period").

**HOW YOU DETERMINE THE AVERAGE DAILY BALANCE ON WHICH MY FINANCE CHARGE IS COMPUTED:** We calculate the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/loans], and subtract any payments or credits, [and unpaid finance charges]. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**HOW YOU DETERMINE MY TOTAL FINANCE CHARGE:** If payment in full was not received by you for the entire "New Balance" by the Payment Due Date, then you will calculate the Finance Charges on my account by applying the Monthly Periodic Rate to the "Average Daily Balance" on my account for Purchases and to the "Average Daily Balance" on my account for Cash Advances. If payment in full for the entire "New Balance" shown on my statement for the previous Billing Cycle was received by you by the Payment Due Date, I will not be subject to the Finance Charges on the "Purchases" portion (which consists of transactions related to purchases of goods and services) of my account for that Billing Cycle. This is known as a "Grace Period". However, there is no "Grace Period" for Cash Advances. You will assess Finance Charges on the Cash Advance portion of my account from the date such Cash Advances are posted to my account until the date of payment (even if payment of the entire "New Balance" is received by you by the Payment Due Date). Then, you will take the sum of the Monthly Periodic Finance Charge on my Purchases balance and the Monthly Periodic Finance Charge on my Cash Advances balance for the billing cycle. This determines my total Finance Charge for the billing cycle. Actual Finance Charges will be shown on my periodic statement.

**REWARDS PROGRAM (Applies to VISA Gold):** You will earn points for every qualifying net purchase (purchases less returns). Refer to the program description for details. Eligible transactions will be rounded down to determine the actual points earned. Balance transfers and cash advances are not included as eligible transactions for the rewards program. No retroactive points will accrue. Rewards are available on current accounts only.

**CASH BACK REWARDS (Applies to School Rewards VISA):** 1% of purchases posted to my account each year will be rebated. Balance transfers and cash advances are not included in the rebate program. Rebates are paid only on current accounts and are awarded each year.

**SECURITY INTEREST (APPLIES ONLY TO SECURED ACCOUNTS):** I grant you a security interest in my Share Savings Account as indicated on the Secured Account Authorization, and I understand that the interest in my Share Savings Account is required by you as a condition for granting me a Secured Account. I agree not to give anyone other than you an interest in my Share Savings Account. I agree not to permit any third parties, other than you, to make withdrawals from my Share Savings Account. I authorize you to place a hold on the account, and I agree that you may refuse to allow any withdrawal or payment from the Share Savings Account, if allowing the withdrawal or payment would cause the amount remaining in the Share Saving Account to fall below the credit limit or outstanding balance, whichever is higher. If I default, you may at any time thereafter and without advance warning to me apply all or part of my Share Savings Account balance to the satisfaction of amounts owed on my Account. If the balance in my Share Savings Account is not sufficient to repay the amounts owed on my Account, I agree to immediately pay the remaining balance.

**PROMOTIONAL PROGRAMS:** From time to time, you may offer a promotional Periodic Rate on all or a portion of Cash Advance or Purchase balances in my Account ("Promotional Balances"). If I take advantage of a Promotional Balance Program, the resulting Promotional Balance will be subject to the terms of that specific promotional offer and this Agreement. Any promotional Periodic Rate will apply to those Promotional Balances until the last day specified in the Promotional Balance offer, the date the Account is closed to future transactions, or the date the Account becomes subject to a Default rate as provided in this agreement (the "Termination Date"). Beginning on the first day of a Billing Cycle following the Termination Date, the Periodic Rate applied to Promotional Balances will be determined as described above the Section "How You Determine My Total Finance Charge." In each Promotional Balance Program, any terms of the program not disclosed in this agreement (such as the Annual Percentage Rate, effective dates and any grace period) will be detailed in the Promotional Balance offer.

**PAYMENT:** I promise to repay you at your office all sums advanced to me or any person I permit to use this account on the terms and conditions set forth herein. Payments will continue until I have paid in full the unpaid balance, Finance Charges and any other fees and charges.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Monthly Payment Due, I understand that I have the right to repay my balance at any time without penalty. I also understand I will only be charged Finance Charges to the date I repay my entire balance. I may make larger payments without penalty and this may reduce the total amount of Finance Charges that I will repay. Any partial payment of my balance will not advance my next payment due date(s). I understand that any payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my Periodic Finance Charges.

**MINIMUM MONTHLY PAYMENT:** Every month, I must pay at least the Minimum Monthly Payment due by the Payment Due Date shown on my statement. I may, of course, pay more frequently, pay more, or pay the New 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 New Balance or \$10.00, whichever is greater, or (b) my New Balance, if it is equal to or less than \$10.00. In addition, I must pay any amount shown on my statement as past due and any late charge. Lastly, at any time my New Balance exceeds my Credit Limit, I must pay the excess as well as any Overlimit Charges.

I understand that my Payments are applied in the following order: a) unpaid Periodic Finance Charges on Promotions, b) the unpaid Periodic Finance Charge on Purchases, c) the unpaid Periodic Finance Charge on Cash Advances, d) the unpaid fees and charges, if any, e) the unpaid balances on Promotional Rates, f) the unpaid balance of Purchases, and g) the unpaid balance of Cash Advances.

**DEFAULT MINIMUM MONTHLY PAYMENT:** Regardless of any other provision in your Agreement to the contrary (including minimum monthly payment), you may, when permitted by applicable law, impose a higher monthly payment (a "Default Payment") to my Account if I fail to pay the total amount due shown on my monthly statement by thirty days (30) after the payment due date.

The Default Payment will be either (a) 3% of my New Balance or \$10.00, whichever is greater, or (b) my New Balance, if it is equal to or less than \$10.00. In addition, I must pay any amount shown on my statement as past due and any late charge. Lastly, at any time my New Balance exceeds my Credit Limit, I must pay the excess as well as any Overlimit Charges. The Default Payment will remain in effect until I close my account.

**MINIMUM FINANCE CHARGE:** I will be charged a minimum Finance Charge of \$0.50 in any month a Finance Charge is imposed.

**LATE CHARGE:** If my current Minimum Monthly Payment is not received by you within five (5) days following my payment due date, I will be charged a late charge of \$7.00.

**RETURN CHECK CHARGE:** A charge of \$18.00 will be added to my account for each payment I make to you by check which is returned to you for lack of sufficient funds.

**STOP PAYMENT FEE:** A charge of \$15.00 will be added to the Purchase balance of my Account if I ask to stop payment on any credit card check drawn on my Account.

**TRANSACTION FEE FOR CASH ADVANCES:** I will be charged a transaction fee on each cash advance I initiate, whether I receive cash or a check, equal to 3% of the advance with a minimum fee of \$5.00.

**TRANSACTION COPY FEE:** I may obtain copies of my transaction slips. I understand that I will be subject to a fee of \$10 for each transaction that I request.

**BALANCE TRANSFER FEE:** I may be charged a transaction fee on each balance transfer I initiate, equal to 2% of the transfer amount, with a minimum of \$5.00 per transfer.

**CREDIT LIMIT:** You will establish a Credit Limit for me. I agree not to let the unpaid balance exceed this Credit Limit. I agree to advise you of any change in my financial condition which may affect my credit worthiness. I agree that I shall update the credit information that I have provided you, from time to time, on your demand. I may request an increase in my Credit Limit, but Credit Limit increases must be approved by you.

**PURCHASES AND ADVANCES:** I may make Purchases and request Cash Advances in accordance with then current loan policies up to my Credit Limit but not exceeding the security CAP. I understand that all purchases and other transactions requested by me are subject to your approval.

**USING THE CARD:** To make a Purchase or obtain a Cash 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 systems.

**ILLEGAL TRANSACTIONS:** I must not use my Card for any unlawful purpose. I agree that I will not use your Card or account for any transaction that is illegal under any applicable law.

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

**DEFAULT:** I will be in default if 1) I do not pay on time or in the proper amount; 2) I fail to abide by the terms of this Agreement or any other agreement I have with you; 3) I make any false or misleading statements in any credit application or update of information; 4) I die, become insolvent or am the subject of bankruptcy or receivership proceedings; 5) something happens which you believe substantially reduces my ability to repay.

**ACCELERATION AND COLLECTION COSTS:** If I am in default, you may demand immediate payment of the unpaid balance, Finance Charges, late charges, annual fees, overlimit fees and collection costs. I understand that I may be subject to Finance Charges (at the applicable Periodic Rate), late charges, annual fees, overlimit fees and collection costs under the terms disclosed in this Agreement, until I repay my entire balance. I also agree to pay your reasonable attorney's fees, and court costs.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement for all Purchases, Cash Advances, Finance Charges, late charges, annual fees and overlimit fees, if any, arising from the use of the account by me or any other person I permit to use my account, even if that person exceeds my permission. I understand that once I authorize any person to use this account, this authorization will be in force, until I revoke this authorization in writing to you. Any person using the account is jointly and severally responsible with me.

**UNAUTHORIZED USE:** I may be liable for the unauthorized use of my card. I will not be liable for unauthorized use that occurs after I notify you at 1 (877) 875-8092, or in writing at Cardholder Services P.O. Box 29100, Glendale, CA 91209-9100, of the loss, theft or possible unauthorized use. If I notify you of the lost or stolen card, I will not be liable for any losses. This liability exclusion will apply provided I am not grossly negligent or fraudulent in handling of my card; otherwise my liability will not exceed \$50.00.

**TERMINATION:** 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 obligation under this Agreement and any charges made under it prior to cancellation will continue to apply until I have paid you all the money I owe on the Account according to the terms of this Agreement.