



VISA® and MasterCard® Credit Card Agreement and Truth in Lending Disclosure

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>9.25%</b> VISA® Gold with No Rebate <b>9.75%</b> VISA® Classic or MasterCard® with No Rebate <b>11.00%</b> VISA® Gold with Rebate <b>11.50%</b> VISA® Classic or MasterCard® with Rebate <b>11.50%</b> VISA® Student Card with Rebate
APR for Balance Transfers	Same as above
APR for Cash Advances	Same as above
Penalty APR and When It Applies	None
How To Avoid 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 will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	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">www.consumerfinance.gov/learnmore</a>
Fees	
Annual Fees	None
Transaction Fees	<ul style="list-style-type: none"> <li>Balance Transfers: None</li> <li>Cash Advances: \$5.00</li> <li>Foreign Transactions: 1% of each transaction in US dollars</li> </ul>
Penalty Fees	<ul style="list-style-type: none"> <li>Late Payment: Up to \$20</li> <li>Over-the-Credit Limit: Up to \$20</li> <li>Returned Payment: Up to \$20</li> </ul>

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**How We Will Calculate Your Balance:** Average daily balance including new purchases. See your account agreement for more details.

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

**Monthly Periodic Rates:**  
**VISA® Gold with No Rebate: 0.77%**  
**VISA® Classic or MasterCard® with No Rebate: 0.81%**  
**VISA® Gold with Rebate: 0.92%**  
**VISA® Classic or MasterCard® with Rebate: 0.96%**  
**VISA® Student Card with Rebate: 0.96%**

The extension of credit to you under this Agreement will be subject to the following terms. Parts in **bold face** meet Truth in Lending disclosure requirements. Read this entire Agreement and keep a copy for your records. "Applicant" refers to any person who signs the Credit Application, will receive a VISA® or MasterCard® Credit Card and will use the VISA® or MasterCard® Credit Card Account. A Credit Card Account may have one or more Applicants. "Co-Signer" refers to a person who signs a Credit Application and is responsible for all charges incurred using the Credit Card Account but who will not be issued a Card and will not use the Account. "Credit Union," "we" and "us" refer to Sandia Laboratory Federal Credit Union. "You" and "your" refer to any Applicant and, if the context indicates, to any Co-Signer. "Account" refers to the line of credit established under this Agreement. "Card" refers to the credit card(s) issued under this Agreement. The singular implies the plural if there is more than one Applicant or Co-Signer.

**A. LOAN ADVANCES**

1. You affirm that any Account established for you under this Agreement will be used for personal, family or household purposes and not for business purposes.  
 2. If the Credit Union approves your application, each Applicant will be issued a Card and will be able to use the Account.  
 3. To make a purchase or get a cash advance, you can present the Card to a participating VISA / MasterCard plan merchant, to the Credit Union, or to another financial institution, and sign the sales or cash advance draft imprinted with your Card number. Keep sales and cash advance drafts to reconcile your monthly statements. You can also make purchases by giving your Card number to a merchant by telephone, over the Internet, or by other means, in which case your only record of the transaction may be your monthly statement. You can also access the Account to obtain cash advances at designated ATMs, subject to additional ATM terms at the end of this Agreement, and to obtain cash advances via CU@home online banking in the form of either a deposit of the advance amount to an SLFCU account that you designate or a check payable to you and mailed to you at the address we have for you in our records.

4. We may issue courtesy checks on this Account from time to time. Any Applicant may sign a courtesy check payable to any person or entity that accepts personal checks. When we pay the courtesy check, it will post to the Account as a cash advance. There is no additional charge for printing or using courtesy checks other than the cash advance fee, but if you request special handling, such as a stop payment, we may charge you the same fee we would charge for the same service on a regular SLFCU check (share draft). Fees for special handling of checks are shown on the SLFCU Fee Schedule. If you do not wish to use courtesy checks, destroy them. You agree to notify us immediately if courtesy checks issued to you are lost or stolen and to report any unauthorized special checks that appear on your Account statements. We operate in an automated check-processing environment and in almost all cases we do not physically examine checks that clear. You agree that we have the right but not the obligation to refuse to pay courtesy checks that are not signed by an Applicant, and we will not be responsible for any unauthorized courtesy checks if you fail to report them within 60 days after we send you the first statement on which they appear. If you wish to stop payment on a courtesy check, you must notify us before the check is presented to us for payment, and you must provide the exact dollar amount and check number or we may not be able to find it and stop it. We will not be responsible for failure to stop courtesy check payments if you do not give us the exact information we require in sufficient time (at least one business day prior to presentation) for us to act on your request. Merchant dispute rights do not apply to courtesy checks, and if a courtesy check clears, you must resolve any disputes directly with the payee.

5. This Account will be open-end or revolving. This means you can borrow the full amount of the credit limit, repay the principal in full or in part, and borrow again up to your credit limit as long as you remain creditworthy and a member of SLFCU in good standing. To remain in good standing, you must meet all of your obligations to SLFCU.

6. We have the right to refuse to allow you to use your Account for new transactions. We will notify you in writing of the reason for any such denial of credit. Reasons we can deny you credit include but are not limited to your already having borrowed up to your credit limit, an adverse change in your credit standing, your failure to meet loan- or account-related obligations to us, or our reasonable belief that a requested transaction is illegal or unauthorized.

7. You are not permitted to use your Account for illegal transactions such as illegal Internet gambling. We have the right but not the duty to refuse to authorize a transaction if we reasonably believe it is illegal. Responsibility for determining the legality of transactions rests with you, not with us. You cannot use the actual or alleged illegality of an authorized transaction on your Account as a defense to your obligation to pay it.

8. You are not permitted to transfer one SLFCU credit card balance to another SLFCU credit card Account, and you may not use advances on an SLFCU Credit Card Account to pay other obligations you have to SLFCU.

9. You will generally not be allowed to exceed your credit limit unless you opt in to doing so in writing and agree to pay a fee each time you exceed your limit. Exceeding your credit limit may adversely affect your credit standing.

**B. REPAYMENT OBLIGATIONS**

1. Each Applicant and Co-Signer is obligated to repay the Account under the terms of this Agreement.  
 2. Each Applicant and Co-Signer is also obligated to repay any charges resulting from the use of the Account by an Authorized User, regardless of whether the Authorized User stays within the limits of permission given to use the Account. We are not subject to agreements between you and Authorized Users limiting their use of the Account. An Authorized User is any person to whom an Applicant or Co-Signer has given actual, implied or apparent permission the Account.  
 3. Each Applicant and Co-Signer remains obligated to repay all obligations incurred under this Agreement until we are notified in writing to close the Account and all issued Cards are returned to us. Closing of the Account will not relieve any Applicant or Co-Signer of payment obligations incurred prior to our receipt of notice to close the Account.  
 5. Each Applicant and Co-Signer remains bound to repay all obligations incurred under this Agreement, even though another person has been directed to pay the debt by an agreement or court order to which we are not a party, such as a divorce decree. Any release from the obligation to pay under this Agreement must be either (a) in writing and signed by an authorized SLFCU employee or (b) pursuant to a court order in an action to which SLFCU is a party.  
 6. Co-Signers, who do not have access to the Account but are liable to repay it, acknowledge receipt of a copy of this Agreement as well as the separate Notice to Co-Signer.

**C. CREDIT REVIEW**

We will set a credit limit on your Account and review your Account from time to time. We may consider your credit history with third parties such as credit bureaus, your history of meeting your obligations to SLFCU, and updated financial information we request from you. Based on our review, we may increase or decrease your credit limit, increase or decrease your interest rate, or close your Account. We will give you notice required by law if we make changes adverse to you. You can request a credit limit increase by submitting a written application to us. All Credit Cards issued or re-issued are subject to approval. If your Account has been inactive for six consecutive months, it may not be automatically renewed.

**D. REPAYMENT TERMS**

1. You promise to pay SLFCU or order (a) at one of our offices or (b) by mailing payment to us at the address designated on your billing statement, all sums advanced to you under this Agreement at any time plus interest and other fees and charges incurred under this Agreement. **The Finance Charge is the amount of money you pay for the money you borrow. The interest component of the Finance Charge is based on an Annual Percentage Rate.**  
 2. **Grace Period on Purchases: If you paid your previous statement's balance in full before its due date, or you had no previous balance at the beginning of the billing cycle, you will have a grace period of 25 days on average to pay your purchase balance without interest finance charges. If you do not pay your balance in full before the end of the grace period, interest will be assessed on your entire outstanding balance including new purchases.**  
 3. **The interest rate on your Account will depend on which credit card you request and will be established when we open your Account. The ANNUAL PERCENTAGE RATE and Monthly Periodic Rate for our Credit Card Account**

programs are shown at the top of this Agreement. You will receive a separate written notice before you become obligated informing you of the type of Credit Card Account we have opened for you and your credit limit. Rates applicable to your Account will also be disclosed to you on periodic statements we will send you.

4. We have the right to change the interest rate applicable to your Account for any lawful reason, including but not limited to our review of your Account (see Section C of this Agreement) by giving you notice required by law. Any increased interest rate will apply only to transactions initiated at least 14 days after we send you the notice.

5. Your minimum monthly payment will be the greater of 3% of the current monthly balance or \$20, plus any over-limit or delinquent amounts. If your balance is less than \$20, you must pay it in full.

6. **Calculation of Finance Charges: Average Daily Balance Method. Interest is calculated separately for purchase balances and cash advance balances. We arrive at the interest portion of the Finance Charge for each balance type by first calculating the average daily Account balance for the statement period. To obtain the daily Account balances of purchases, we add any new purchases to the previous day's purchase balance, then subtract any payments or other credits applied to the purchase balance. To obtain the daily Account balances of cash advances, we add any new cash advances to the previous day's cash advance balance, then subtract any payments or other credits applied to the cash advance balance. We then total the daily balances for the statement period and divide by the number of days in the period to get the Average Daily Balance. This figure is multiplied by the Monthly Periodic Rate (1/12 of the APR) to obtain the interest component of the Finance Charge.**

7. We will apply payments on your Account first to fees such as late fees, then to interest, then to principal. If your payment exceeds the required minimum, any excess will be applied to higher rate balances before it is applied to lower rate balances. If purchase and cash advance balances bear interest at the same rate, payments are applied first to previously billed purchases, then to previously billed cash advances, then to current cash advances, then to current purchases.

8. You can repay the balance you owe, including accrued finance charges, in full at any time without a prepayment penalty.

9. Increases in the outstanding balance increase the required minimum payment, which will be reflected in the monthly statement.

10. We will send you periodic statements of your Account which will advise you of the status of your Account and any information required by law.

11. You will make monthly payments on or before the due date specified in your periodic statements.

12. If at any time your current unpaid Account balance exceeds your authorized credit limit, you must, upon our written demand, immediately make a single lump-sum payment to reduce your balance to an amount within the authorized credit limit.

13. Foreign Transactions: For VISA® transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For MasterCard® transactions initiated in foreign currencies, the exchange rate will be a either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard® International on the day they process the transaction, which may differ from the rate that applied on the day the transaction took place or the day the transaction posted to your account. **For both VISA® and MasterCard®, if a transaction is initiated in a foreign country or foreign currency, a fee of 1% of the transaction amount in US dollars will be assessed.**

14. Payments in Foreign Currency. You agree to make all payments to us in U.S. Dollars using payment instruments drawn on U.S. financial institutions. We may, at our option, accept payments in foreign currency or checks drawn on non-U.S. banks. If we do, we may impose service and collection charges, and you agree the charges we set will be final.

15. Payment Holds. We will promptly credit your payments as required by law. We may, however, delay for the maximum time allowed by law increasing your available credit or refunding credit balances until final collection of non-cash items presented to pay your Account. A delay in increasing your available credit or issuing a refund will not by itself result in increased finance charges,

but if an item presented for payment on your Account is returned unpaid, we can assess finance charges retroactive to the date the payment was credited.

16. Special Considerations Regarding Merchant Transactions  
 16.1 If you made a purchase and the merchant discloses a policy such as "no returns," "no refunds," "no credit without receipt," "as is," "store credit only," or "all sales final," you agree to be bound by that merchant's policy.

16.2 When you use your Account to make travel or lodging reservations, you agree to request the merchant's cancellation policy and follow it if you cancel. Otherwise, the merchant may charge you unless you can provide us with the cancellation code the merchant is required to give you.

16.3 If you authorize a merchant to charge your Account for repeat transactions without your Credit Card, you will notify the merchant when you want to discontinue the repeat transactions or if your Account is closed.

16.4 If you disagree with a transaction on your statement, you agree to provide any information or assistance we reasonably request. Otherwise you will pay us for any loss we incur, subject only to any limits imposed by law.

16.5 A merchant, such as hotel or rental car agency, may place a "hold" on your Account for anticipated charges. This may result in your credit limit being unavailable for the duration of the merchant hold, and as a result, other transactions may be declined due to lack of available credit.

17. You must maintain a regular share account with SLFCU with the required minimum balance at all times you have an outstanding balance on your Account, even if the Account is closed to new transactions.

**E. OTHER CHARGES**

You will pay the following fees in connection with breach of your obligations or services you request:

Returned Payment Instrument . . . . .	up to \$20.00 per returned item
Account Research . . . . .	\$20.00 per hour, \$5.00 minimum, waived if Credit Union error is revealed
Late Payment . . . . .	up to \$20.00 if the payment is received one or more days late
Over-the-Credit-Limit . . . . .	up to \$20.00 if you opt-in allowing your credit limit to be exceeded
Plastic Card Replacement . . . . .	\$5.00 each
Cash Advance Fee . . . . .	\$5.00 each
Statement Copy . . . . .	\$2.00 per page

You will also pay direct costs that the Credit Union incurs for complying with your special service requests, such as delivery fees for overnight shipment of replacement plastic cards.

**F. REBATES**

If you charge goods or services on your Account in any calendar year, a credit (rebate) equal to 0.5% (VISA Classic Rebate Card, MasterCard Rebate Card, VISA Student Rebate Card) or 0.75% (VISA Gold Card) of all purchases during the year will be paid to you annually. The rebate will be paid in the form of a credit to your Account. We reserve the right to revoke rebates if you use your card for business purpose transactions or transactions we reasonably determine to be illegal.

**G. SECURITY INTERESTS**

- In consideration for and as a condition of SLFCU issuing a credit card to you, you agree that if you do not make your required payments, we can take any SLFCU shares in which you have an interest (unless prohibited by law or the share agreement) to recover all or part of what you owe without advance notice to you. "Shares" includes share (savings), money market, share draft (checking), and certificate accounts, IRAs and other accounts subject to preferential tax treatment are not included.***
- This consent does not restrict your right to withdraw funds prior to your default and our exercise of our rights consistent with this consent, and is not a pledge by you of any shares.***
- Our exercise of our rights under this consent will not be an election of remedies.***
- Specific Account Pledge: You may be allowed or required to pledge specific SLFCU shares as security for the repayment of all credit extended***

to you under this Agreement. The dollar amount pledged and the share account(s) will be shown on a separate security agreement. You will not be able to withdraw funds as long as the pledge is in effect. If you default in your payment obligations under this Agreement, we can apply the shares specifically pledged to pay off this Account in full or in part.

5. **Cross-Collateral:** Property you have pledged to secure other obligations to SLFCU, other than real property and household goods, may also secure this Account if you agree in writing.

6. **Security interests described in this Section G apply even if credit is otherwise described as “signature” or “unsecured.”**

#### H. CHANGES IN TERMS

We may change your Account terms, including the Annual Percentage Rate, by giving you advance written notice required by law. A “change” can amend an existing term, add a new term, or a delete an old term. If you do not want the changes to apply to your Account, you can cut all issued Cards in half and send them to us with a written request to close the Account. If you do that, you must pay off any outstanding balance under the old terms and interest rate. If you keep your Card, the new terms and new interest rate will apply to all transactions on the account that occur 14 or more days after we send you the Change in Terms notice, and the old Annual Percentage Rate will apply to purchase and cash advance transactions that took place prior to the date 14 days after we sent you the notice.

#### I. HONEST DEALING

You agree to promptly notify us of any information that affects your credit-worthiness or ability to pay, including but not limited to changes in your name, address or employment. You agree not to use your Account for new transactions if you have reason to believe you will be unable to pay what you owe.

#### J. ADDITIONAL TERMS APPLICABLE TO CO-SIGNERS AND CO-APPLICANTS

As a Co-Signer or Co-Applicant, you understand and agree that you are obligated to repay any credit extended under this Agreement up to the credit limit, whether or not you get the money borrowed or the property purchased or otherwise benefit from the extension of credit. You understand that if you had not agreed to be obligated to repay the credit extended, we would not have approved the credit application. We can proceed against you if payments are delinquent even before seeking to recover from any other applicant or co-signer. We will give you notice required by law of any action we take that could adversely affect you. We will tell you of any delinquency for which we intend to hold you accountable. No extension or partial settlement with any other obligor on the Account will waive our rights against you as a co-signer or co-applicant. You can stop being obligated for future transactions by writing to us to that effect, but will remain obligated to pay any amounts borrowed prior to our receipt of your notice.

#### K. DEFAULT—LIEN—ACCELERATION

1. If you fail to make your agreed payment within 10 days after the due date, you authorize us to apply any SLFCU shares in which you have an interest (unless prohibited by law or the share agreement) to pay off, in full or in part, the outstanding balance on your Account. Unless your Account is secured by a pledge of specific shares this consent (a) will not restrict your right to withdraw funds prior to our exercise of our rights under this consent and (b) does not constitute a pledge of any share account. Our exercise of our rights under this consent is not an election of remedies.

2. If you default on your Account payments, otherwise breach this Agreement, become a bankruptcy debtor, die, or breach any other agreement you have with us, we may without notice declare the entire unpaid balance of your Account immediately due and payable in full. Interest will continue to accrue on your Account at the rate called for in this Agreement even after your default and acceleration of the obligation.

#### L. COLLECTION COSTS

You agree to pay all reasonable collection costs we incur before we take legal action against you. If we take legal action against you to

collect on this Account, you agree to pay our reasonable attorney’s fees and court costs. You will pay our reasonable attorney’s fees and court costs whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, an action to enforce a judgment, or any other type of proceeding. You authorize us to add reasonable collection costs to your Account balance and charge interest on them at the rate applicable to cash advances.

#### M. OTHER RIGHTS APPLICABLE TO CREDIT CARDS

1. **Unauthorized Use of Lost or Stolen Cards.** You agree to notify us promptly of the loss, theft or other actual or possible unauthorized use of any Card we issue to you. Call (800) 556-5678. Although you are generally not be liable for unauthorized use (except that you may be liable for up to \$50 for unauthorized PIN-based transactions), all SLFCU members benefit if unauthorized Card use losses are kept to a minimum.

Once you report your Card as lost or stolen, you agree not to attempt to use it. A replacement card will usually be issued to you. If you find your card after reporting it lost or stolen and attempt to use it, a merchant may capture the Card and you will have to pay a card capture fee.

If you report your Card as stolen, you agree to cooperate with our investigation. Your failure to file a police report or otherwise cooperate with our investigation may give us reasonable grounds to deny your claim of unauthorized use. Although we will not close your Account solely because you exercise your rights to report unauthorized activity or other errors under the Fair Credit Billing Act, our determination that your report of unauthorized Card activity was not made in good faith may be grounds for closing your Account to future use. If we decide that you have an excessive number of lost or stolen cards, we may not issue a replacement card or open a new account for you.

2. **Merchant Disputes.** We are not responsible for the refusal of any merchant or other financial institution to honor your Card. We are subject to good faith claims and defenses recognized by law (other than tort claims) arising out of goods or services you purchase with the Card, but only if you have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant and (a) your purchase was made in response to an advertisement we sent or participated in sending you; (b) your purchase was made from a merchant we own or operate; or (c) your purchase cost more than \$50 and was made from a merchant in your state or within 100 miles of your home. We are relieved from any liability if you have already paid us for the disputed transaction. Any other disputes you must resolve directly with the merchant.

3. **Credits:** A merchant who honors your Card and gives you credit for returns or adjustments will do so by sending us a credit slip which we will post to your Account. Subject to Section D.15 of this Agreement, if your credits and/or payments exceed what you owe, we will hold and apply this credit balance against future transactions, or refund it on your written request if it is \$1.00 or more.

#### N. TERMINATION

1. We may terminate this Agreement and close your Account at any time by sending you a written notice of the termination and the lawful business reasons for so doing.

2. We can close your Account without prior notice if you fail to pay on time, or we have evidence or a reasonable belief that you are unable or unwilling to repay your Account balance. A significant increase in your obligations, your filing for bankruptcy relief, your unemployment, your failure to meet other obligations you have to us, or your death, are examples of circumstances that could lead us to close your Account without notice. We will give you advance notice required by law for other terminations. If we close your Account with or without notice due to your breach of this Agreement or any other agreement you have with us, your death or your bankruptcy, we can demand that you pay off the entire balance at once.

3. You can close your Account by sending us a written request and cutting all issued Cards and courtesy checks in half and returning them to us.

4. If we or you close your Account, you agree to surrender all issued Cards and courtesy checks to us. The Cards and courtesy checks remain our property. Even if your Account is closed, you must still pay your outstanding balance in full under the terms of this Agreement.

#### O. GENERAL TERMS

This Agreement reflects your obligations to us with respect to all Account transactions you make even though sales, cash advance or credit slips you sign may contain different terms. If any part of this Agreement is found to be invalid, the remaining provisions will continue in effect. It will not be construed against either party. Federal law, including Consumer Financial Protection Bureau Regulation Z, and any applicable state law not pre-empted by federal law, will govern this Agreement’s interpretation.

#### BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE STATE AND LOCAL LAW

The following summary of your rights under federal law does not cover all rights you may have under State and local law. If, under State or local law, you have a longer of period of time in which to send an inquiry to us concerning your statement, reliance on any such longer time period may result in your losing important rights that could be preserved by acting more promptly under federal law. State or local provisions, if any, only become operative upon the expiration of the time period provided by Consumer Financial Protection Bureau Regulation Z for submitting a proper written notification of an error.

This notice contains important information about your rights and 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, you must write to us at: Sandia Laboratory Federal Credit Union, ATTN: Card Services P.O. Box 23040, Albuquerque, NM 87192-9910

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 statement, 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 at (800) 947-5328 or (505) 293-0500, but if you do not notify us in writing, 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 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you 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:

Sandia Laboratory Federal Credit Union, ATTN: Card Services  
P.O. Box 23040, Albuquerque, NM 87192-9910

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

#### NOTICE TO CALIFORNIA RESIDENTS

Under California law, our right to recover credit extended to you for credit card purchases is subject to any defenses that you have against the seller if:

1. The purchase price of the item in question exceeded \$50;
2. The purchase was made in California;
3. You made a written demand on the retailer and made a good faith attempt to get satisfaction of your complaint; and
4. You notify us in writing of the name of the seller, the date of purchase, the price paid, the goods or services purchased, and the acts that you took to obtain satisfaction from the seller.

The amount to which the defense applies is limited to the amount outstanding on the purchase as well as late charges and finance charges at the time we receive the written demand.

This remedy is the only one you have against us. Your rights are limited to those circumstances outlined in California Civil Code §1747.90. Purchases with cash or check are not included in this section even though you used your credit card to validate your credit.

We cannot penalize you by either giving out unfavorable credit information about you or canceling or refusing to renew your credit card solely because you obtained relief under the remedies you have for correcting billing errors.

#### ATM DISCLOSURE

This part of this disclosure includes special provisions applicable to the use of the Card to obtain cash advances at Automated Teller Machines (ATMs). This disclosure addresses only credit card cash advances at ATMs. Refer to your separate Electronic Funds Transfer disclosure for a complete disclosure of terms applicable to ATM Cards and Debit Cards.

#### Available Services

The ATM you use may restrict the number of credit card transactions and the amount of each transaction. Each ATM owner determines hours of service, but ATMs are generally available 24 hours a day, 7 days a week, subject to periodic closures for maintenance.

#### Documentation of Transactions

The ATM may generate a receipt for cash advance transaction, and ATM cash advance transactions will appear on your monthly statement.

#### Credit Union Liability

We will not be liable for failure to complete cash advance transactions if:

1. Your Account does not have available credit to make the transaction;
2. The ATM system was not working properly and you knew about the breakdown when you started the transaction;
3. Your personal identification number (PIN) or Card has been reported lost or stolen and we have blocked its use;
4. Circumstances beyond our control, such as communication malfunction, fire, flood, electrical failure, or malfunction of the central data processing facility prevent completion of the transaction despite our reasonable precautions; or
5. We establish other lawful exceptions and notify you of them.

#### Security

Do not use an ATM machine unless it appears safe to do so. Do not key in your PIN if someone is looking. Take your Card, receipt and money when you are done, put your money away quickly, and leave the site.

## NOTICE TO CO-SIGNER (Traduccion en Ingles Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn’t pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

## AISO PARA EL FIADOR (Spanish Translation Required by Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar do cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna ves no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le hecha a usted la responsabilidad de la deuda.