

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

VISA® Credit Card Agreement

The terms and conditions of this Agreement and Disclosure shall apply to all Visa Credit Cards. In this Agreement, the words "Credit Union," "Branches," "us," "we," "our," or "MFCU" means Mission Federal Credit Union. The words "you," "your," and "signer" mean each and all of those who are issued a Visa Credit Card. For the intent and purposes of this Agreement and Disclosure, "Card" refers to the Visa Credit Card, card numbers or a combination of your card and PIN. The word "transaction" means a transaction you initiate by using your Card, your Card number, or a combination of your Card or Card number and PIN. The word "Account" and "credit line" mean your Visa Credit Card Loan. These Agreements and Disclosures govern the use of the Mission Federal Credit Union Card(s) issued to you and your authorized signers. You understand the agreements, disclosures, rules and regulations applicable to your Account and other agreements with MFCU, now or in the future, as may be amended, modified, or revoked, remain in effect and continue to be applicable and are made a part of this Agreement and Disclosure by reference unless specifically modified. Your acceptance, retention, or use of a Card issued by MFCU or any transaction you make, or allow others to make, constitutes an agreement between you and MFCU as set forth in this Agreement and Disclosure as may be amended, modified, or revoked, and all rules and regulations of the networks associated with the use of the Card. In some circumstances, we are required by law to notify you of changes to this Disclosure and Agreement, and at other times notification may not be required. If we are required by law to notify you about a change that you have a legal right to reject, we will provide you instructions how you may reject such changes.

If for any reason you do not want to use your Card, please destroy the card and notify us immediately.

- 1. USING YOUR CARD** - You understand that the use of your Card will constitute acknowledgement of receipt and agreement to the terms of the Agreement and Disclosure. You may use your Card to make purchases from merchants and others who accept Cards. However, you may not use your Card to initiate any type of Internet gambling or use the Card for any unlawful purpose or transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from MFCU and other financial institutions that accept Cards, and from some automated teller machines (ATMs). To obtain cash advances from an ATM, you must use the PIN that is issued to you for use with your Card. MFCU is not responsible for the refusal of any merchant or financial institution to honor your Card.
- 2. RESPONSIBILITY** - You agree to pay all charges (purchases, balance transfers and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all interest charges and other fees and charges added to your Account under the terms of this Agreement.
- 3. USE OF ACCOUNT BY OTHERS** - If you let anyone use your Account, that person is an Authorized User. If you permit another person to use your account, you agree to pay for (1) any transactions made by that person and (2) charges imposed on those transactions, even if the amount of the actual use exceeds your permission to the extent allowed by applicable law. You may request a card for each Authorized User, and if you do the Account may appear on the Authorized User's consumer report. You must notify us immediately if you want to cancel an Authorized User's access to your Account. If you cancel an Authorized User's access, we may close this Account and issue new cards with a new Account number. It is your responsibility to collect all Cards, and other means of access, from the Authorized User and destroy them or return them to us.
- 4. CONVENIENCE CHECKS** - MFCU may also supply you with personalized convenience checks, which are checks we may make available to you for the purpose of drawing against your Account. Payment of a check will be treated as a cash advance on your Account. In addition to the terms in this Section, these Checks will be subject to the same terms and conditions as cash advances. Only the person whose name appears on the Check may sign it. We are entitled to return your Check(s) unpaid if there is not available credit in your Account, if your Account is in default, or if your right to obtain further credit under your Account has been terminated. You may not use Checks to make payments on your Account. We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check.
- 5. CREDIT LIMIT** - We will establish a credit limit for you and will inform you of that limit, and may increase or decrease that credit limit from time to time. Your monthly statements will show the amount of credit available to you for purchases and cash advances as of the statement date. We may increase or decrease your credit limit without prior notification to you. You agree you will not to use your Account in any way that would cause your Account to exceed the credit limit or cash advance limit. If your total new balance exceeds your credit limit you may be required to immediately pay the excess amount. If for any reason we decide to terminate your Card privileges or credit line, you understand that you remain liable to repay all amounts owed at that time, plus all future interest charges and fees, and you agree to return all the Cards which have been issued to you or to any party designated by you at our request.
- 6. PERSONAL IDENTIFICATION NUMBER** - A Personal Identification Number (PIN) may be issued on all Accounts. This number may be used by you with your Card to obtain a Cash Advance on your Account at any automated teller machine displaying the Card logo or to make purchases at any designated point of sale (POS) machine. Please keep your PIN confidential and do not write it on or keep with your Card.
- 7. DAILY PERIODIC RATE** - The daily periodic rate is determined by dividing the Annual Percentage Rate (APR) by 365 days. APRs are either standard or introductory.
- 8. INTEREST CHARGES/BALANCE SUBJECT TO INTEREST CHARGE** - Interest Charges will be assessed on your Account for each type of balance (Purchases, Balance Transfers and Cash Advances).

If you receive a statement that includes new purchases, and we receive a payment by the payment due date for that statement, we will not charge interest on any portion of the new purchases on the following statement, if that following statement shows we received payment of the Previous Balance or the Previous Balance was zero.

An Interest Charge will be imposed on Balance Transfers and Cash Advances from the date each Balance Transfer or Cash Advance is posted to your Account. If you pay your previous statement New Balance in full by the payment due date, no interest will be charged during the current billing cycle for cash advances from previous billing cycles.

To determine how we calculate your Interest Charges, please contact us at 800.500.6328.

9. **CASH ADVANCE** – In addition to the interest charge, a Cash Advance transaction fee will be imposed by MFCU for each cash advance request. Refer to the current Loan Rate Sheet.

10. **INTRODUCTORY RATE** – An introductory Annual Percentage Rate may be applied to your Card subject to the terms of the offer. If your monthly minimum payment is not received by its Payment Due Date, or if the introductory Annual Percentage Rate expires, the standard Annual Percentage Rate will be applied to new and outstanding Purchases and Cash Advances.

11. **PAYMENTS** - Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the New Balance in full. If you make additional payments, you are still required to make at least the minimum payment each month your Account has a balance (other than credit balance). The minimum payment is 2.778% of your New Balance, or \$20.00, whichever is greater, or your New Balance if it is less than \$20.00. Effective October 10, 2010 the Minimum Payment will be 3% of your New Balance, or \$25.00, whichever is greater, or your New Balance if it is less than \$25.00. MFCU also has the right to demand immediate payment of any amount by which you are over your credit limit.

12. **FEES AND CHARGES** - Additional fees and charges applicable to your Card are contained in the current Loan Rate Sheet and are subject to change.

13. **PAYMENT ALLOCATION** - When you make a payment in excess of the required minimum periodic payment, the excess amount will be applied first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

14. **SECURITY INTEREST** - If you give MFCU a specific pledge of shares by signing a Share Secured Visa Agreement, your pledged shares will secure your Account. You may not withdraw amounts that have been specifically pledged to secure your Account until MFCU agrees to release all or part of the pledged amount.

Your Account may be secured by all other shares you have in any individual or joint account with MFCU, except as prohibited by law. MFCU may apply to the balance in your individual or joint share accounts to pay amounts due on your Account if you should default.

15. **DEFAULT/COLLECTION/ATTORNEY FEES**- You will be in default and understand that all available credit under this Agreement may be terminated if: (1) you do not make periodic payments as required by this Agreement; (2) you do not keep any promise made in this Agreement or any other agreement with MFCU; (3) any information that you give us to obtain an Advance is false; (4) any third party attempts by legal process to take any property belonging to you; (5) you die, become insolvent or a party to any bankruptcy proceedings; or (6) as otherwise provided in this Agreement. If you are in default, we may refuse to make any further advances or refuse charge privileges to you and declare all sums owed under this Agreement immediately due and payable. We may accept late payments or partial payments without losing any of our rights under this Agreement. You understand that if you are in default, we may add to your unpaid balance any reasonable attorney's fees and court cost, all of which you agree to pay.

16. **LIABILITY FOR UNAUTHORIZED USE – LOST STOLEN CARD NOTIFICATION** - You agree to notify us immediately of the loss, theft, or unauthorized use of your Card, orally or in writing, by contacting the Card Services Department via mail at, P.O. Box 919023, San Diego, CA 92191-9023 or by telephone at 800.500.6328 or Visa after hours lost/stolen 800.566.5678 twenty four (24) hours a day, seven (7) days a week. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.00. If you furnish your Card or Card number and grant authority to make purchase or transfer to a person (such as family member, friend or co-worker) who exceeds the authority given, this will not be considered unauthorized use and you will be fully liable for the purchases or transfers unless you have notified us that purchases or transfers by that person are no longer authorized.

17. **CHANGING OR TERMINATING YOUR ACCOUNT** - MFCU may change the terms of this Agreement from time to time and Notice of any change will be given in accordance with applicable law. Either you or MFCU may terminate this Agreement at any time, but termination by you or MFCU, will not affect your obligation to pay the Account balance plus any interest and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions are unauthorized.

The Card(s) you receive remains the property of MFCU and you must recover and surrender to MFCU all cards upon request or upon termination of this Agreement whether by you or MFCU. MFCU has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a Joint Account, the Joint Accounts section applies to termination of the Account.

18. **CREDIT REVIEW AND RELEASE OF INFORMATION** - You authorize MFCU to investigate your credit standing when opening your Account. You also agree that we may re-examine and re-evaluate your credit worthiness at any time and we have the right to terminate future advances or reduce your credit limit. You authorize us to obtain, from time to time, information from others, including but not limited to consumer reporting agencies, concerning you and your credit accounts. You authorize MFCU to disclose information regarding your Account to consumer reporting agencies and creditors who inquire about your credit standing. However, we are not obligated to release any such information to anyone unless we are required by law to do so.

19. **RETURNS AND ADJUSTMENTS** - Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending MFCU a credit which will be posted to your Account. If your credits and payments exceed what you owe MFCU, the amount will be applied against future purchases and cash advances. If the credit balance is \$1 or more, it will be refunded upon your written request or automatically transferred to an open share account after forty-five (45) days. In the event there is no open share a check will be disbursed.

20. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS** - MFCU from time to time may offer additional services to your Account through a third party provider. These services and benefits contain certain exclusions and limitations. It is your responsibility as a cardholder to review the details of these services and benefits prior to accepting additional services. You understand that MFCU is not obligated to offer such services and may withdraw or change them at any time.

21. **FOREIGN TRANSACTIONS** - Purchases and cash advances made in foreign currencies will be debited from your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transaction is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. Refer to the current Loan Rate Sheet.

22. **JOINT ACCOUNTS** - If this is a joint Account, each person on the Account must sign the Agreement (by signing the application). Each of you will, individually and jointly, be responsible for paying all amounts owed under this Agreement. This means that MFCU can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchase or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

23. **EFFECT OF AGREEMENT** - This Agreement is the contract which applies to all transactions on your Account even though the sales, Cash Advances, credit or other slips you sign or receive may contain different terms.

24. **WAIVERS AND SEVERABILITY** - We may waive or decline to enforce any of our rights under this Agreement without affecting any of our rights. Should any provision of this Agreement be determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

25. **STATEMENTS AND NOTICES** - Statements and notices will be mailed to you at the most recent address you have given MFCU. Notice sent to any one of you will be considered notice to all.

26. **FINAL EXPRESSION** - This Agreement is the final expression of the terms and conditions of this Visa line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

27. **ACKNOWLEDGMENT** - You acknowledge that you have received a copy of this Agreement.

28. **GOVERNING LAW** - This Agreement, your credit card line of credit, as well as our rights and duties and your rights and duties regarding them, will be governed by and interpreted in accordance with federal law to the fullest extent possible and to the extent federal law does not apply in accordance with California law, regardless of where you live and use your credit card. This Agreement is made in California. All credit will be extended from California and all repayment must be made in California. The venue for disputes shall be in San Diego County, California.

ADDITIONAL TERMS FOR STUDENT VISA CARD – Effective 1/1/2010, the Student Visa is no longer offered. The current rate is 15.90%. This rate will not increase on existing balances but may increase for future advances as provided for in Section #17 Changing or Terminating Your Account.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

This notice contains important 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 to us at: Mission Federal Credit Union, Card Services Department, PO BOX 919023, San Diego, CA 92191 or via secure mail on MissionLink. 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 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 automated 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.



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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 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: Mission Federal Credit Union, Card Services Department, PO BOX 919023, San Diego, CA 92191 or via secure mail on MissionLink. 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.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	9.90% Visa Platinum 11.90% Visa Gold 13.90% Visa Classic
APR for Cash Advances	11.90% Visa Platinum 13.90% Visa Gold 15.90% Visa Classic
APR for Balance Transfers	11.90% Visa Platinum 13.90% Visa Gold 15.90% Visa Classic
APR for Convenience Checks	11.90% Visa Platinum 13.90% Visa Gold 15.90% Visa Classic
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date of each month.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees

Annual Fee	None- Visa Classic, Visa Gold, & Visa Platinum
Transaction Fees	
<ul style="list-style-type: none"> • Cash Advance, Balance Transfer and Convenience Checks • Foreign Transaction 	<p>2% of the amount of each item (\$2.00 minimum)</p> <p>1% of the amount of the purchase or cash advance in U.S. dollars</p>
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Insufficient Funds • Returned Payment 	<p>Up to \$25 for the first late payment in any 6 month period Up to \$35 for each additional late payment in the same 6 month period</p> <p>\$25 (per returned Convenience Check) \$22</p>
Participation Fee	<p>None – Visa Gold Mission Rewards None – Visa Platinum Mission Rewards \$25- Visa Gold Mission Rebate \$25- Visa Platinum Mission Rebate</p>

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.