



**Visa Classic, Visa Platinum, Visa Platinum Choice Rewards,
Visa Platinum Secured, and Visa Platinum Student
Credit Card Agreement and Truth in Lending Disclosure**

Effective November 2010

In this Agreement and Truth in Lending Disclosure Statement ("agreement") the words "you" "your" and "cardholder" mean each and all of those who apply for or use the card and or Visa account. "We", "us", "our," and "credit union" mean California Coast Credit Union. "Account" and "card" mean the Visa Classic, Visa Platinum, Visa Platinum Choice Rewards, Visa Platinum Secured, and Visa Platinum Student credit card, unless otherwise specified.

You agree to the following terms and conditions and any changes or amendments. By requesting and receiving, signing or permitting others to use the card issued to you by the credit union, you agree to the following terms.

Acceleration and Collection Costs You understand and agree that we have the right to temporarily or permanently suspend any and all account and card privileges and/or may demand immediate payment of the unpaid balance, interest charges, late charges, our collection costs, reasonable attorney's fees, and court costs (collectively, "collection-related charges") in the event of (a) your death, insolvency, or failure to pay this obligation or any of your other obligations to us, or (b) any breach or default of this agreement. You understand and agree that you will be subject to interest charges (at the applicable Annual Percentage Rate), late charges, and collection-related charges under the terms disclosed in this agreement until you repay your entire loan.

Accuracy of Information The information provided in your application for credit is accurate and you will notify us in writing immediately if there is a change in your financial condition. The credit union may retain the application. You understand that it is a violation of Section 1014, title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally-insured credit union. We may gather credit and or employment information we deem necessary and appropriate from time to time and we may give information concerning our credit experience with you to others.

Authorization and Payment You authorize us to pay and charge your account for all purchases, cash advances, and balance transfers, made or obtained by you or another you authorize to use your card or account. You will be obligated to pay all such purchases, cash advances, and balance transfers charged to your account whether resulting from: (1) actual use of your card or Visa convenience checks; (2) mail order, telephone, computer, or other electronic purchases made without presenting the card; or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge on your account (collectively, authorized charges). You promise to pay us, or to our order, in US dollars with an instrument drawn on a financial institution in the United States at our offices or at the address set forth on your periodic statement, all authorized charges on the terms and at the rates set forth herein, plus any interest charges assessed on your account and any other charges and fees which you may owe us under the terms of this agreement. Payments will continue until you have paid in full the unpaid balance, interest charges, all collections related charges and any other fees and charges.

California Coast Guard Plus Credit protection coverage under this program is optional. The cost of coverage is added to the balance of the loan monthly as a cash advance transaction. The cash advance fee is waived. If you do not make any payment when due, at our option, we may cancel coverage.

California Law This agreement is made in California and is governed by the laws of the state of California to the extent that California law is not inconsistent with controlling federal law. California's choice of law rules shall not be applied if that would result in the application of non-California law.

Cardholder Signature To avoid fraud if your card is lost or stolen, and to allow Point of Sale (POS) merchants to verify the signature on sales drafts, you must sign the signature panel on the back of your card immediately for the card to be valid. Do not write, "See ID" or similar content on the signature panel, as this is not an acceptable alternative.

Cash Advances Cash advances may be obtained at ATMs, through a California Coast Visa convenience check, overdraft transfer, Cal Coast ONLINE or at a financial institution (without using an ATM). There is a fee for each cash advance.

Change in Terms This agreement is the contract that applies to all transactions on the account even though the sales, cash advance, credit, or other receipts/slips you sign or receive may contain different terms. You understand and agree that the credit union may amend, modify, add to, or delete from this agreement any of its terms and conditions, by mailing or delivering a notice of the change to you at your last known address. You also understand that any such notice will be sent at least 45 days prior to the

effective date of the change, as required by federal or other law. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to, in writing, by you.

Change of Name, Address, Telephone Number or Employment Status You understand and agree that you must report to the credit union any change in your name, address, telephone number, or employment status.

Credit Information You authorize us to investigate your credit standing when applying for, renewing, or reviewing your account and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire to us regarding your credit standing to the extent authorized by law.

Credit Limit Except as may be limited by applicable law, we at our sole discretion, may increase or decrease your credit limit by any amount. We may also refuse to extend additional credit for any transaction if you have reached your credit limit or if you are in default.

Default If you are in default under this agreement, we have the right to terminate further services on your account, to revoke your card and/or demand payment in full of all amounts owed to us. You will be in default if any of the following occur: 1) If you do not pay on time or in the proper amount; 2) you fail to live up to the terms of this agreement; 3) your credit worthiness is impaired; 4) you die, become insolvent, or are the subject of bankruptcy or receivership proceedings; 5) if we receive any verbal or written report from any of your creditors that you have not met your obligations with any of them. In the event of any action by us to enforce this agreement, you agree to pay the costs of reasonable attorney fees, and other expenses. interest charges will continue to accrue until you repay your loan.

Delay in Enforcement We can delay enforcing any of our rights under this agreement without losing them.

Delinquency When your account is fifteen (15) or more days delinquent, and you have made no attempt to contact us to make agreeable arrangements for payment, we may cancel/decline all authorizations until your account is brought current.

Electronic Funds Transfer If the use of your card or account number constitutes an Electronic Funds Transfer, the terms and conditions of the *Electronic Services Disclosure and Agreement* will govern these transactions to the extent that the EFT agreement amends this agreement.

Fees Fees associated with the use of the card are disclosed on the *Visa Credit Card Disclosure Summary* you receive when you open your account.

Foreign Transactions The exchange rate between the foreign transaction currency and the billing currency (US dollars) used for processing international transactions may be either: 1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa receives, or 2) the government-mandated rate in effect for the applicable central processing date. In each instance, Visa charges an International Service Assessment fee for Multiple Currency Conversion Rate adjustments. If there is no currency conversion, Visa charges a Single Currency Conversion Rate adjustment fee.

Integrated Documents Any separate sheet of paper labeled "Additional Disclosure – Truth-in-Lending Act" which is delivered together with this form is an integrated part of the agreement.

Interest Charge Calculation (Average daily balance method including current transactions) We calculate the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, advances, and fees, and subtract any unpaid interest or other finance charges and any payments or credits. 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."

Lien on Shares If you have voluntarily agreed to a lien on shares, you understand that if you are in default on the account, we may apply all shares (except IRA accounts) then on deposit needed by the credit union to repay your loan.

Lost or Stolen Cards You must notify the credit union at once if you believe your card, account number, PIN or any combination of the three has been lost or stolen by immediately calling the credit union at the telephone number at the back of this disclosure. Telephoning is the best way to keep possible losses down. You understand that you shall not be liable to the credit union for any account and or card transaction resulting from the loss, theft or other unauthorized use of the account and or card that occurs prior to the time you give notice to the credit union. Such liability does not apply when the account and or card is used to make an electronic funds transfer. We may increase the limit of your liability for unauthorized Visa transactions only if we reasonably determine based on substantial evidence that you were grossly negligent or fraudulent in the handling of your account or card.

Membership Requirement You understand and agree that you must be and remain a member in good standing with the credit union to be eligible for continuing account and/or card privileges including future purchases and advances. You understand and agree that we may suspend the account and/or card privileges during any period in which you do not maintain your membership with us.

Merchant Disputes We are not responsible for the refusal of any plan merchant or financial institution to honor the account and/or card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card 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 the credit union sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within \$100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant.

Negative Credit Information A negative credit report, reflecting on your credit record, may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Payment Due Date Payments are due on the 25th day of each month. If your Payment Due Date falls on a weekend or holiday, a mailed payment received by the close of business on the next business day will be considered timely. For example, if the due date is Sunday the 25th, the payment received by mail will be on time if received before the close of business on Monday, the 26th.

Payment Marked "Paid in Full" The credit union may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this agreement. Full satisfaction of indebtedness shall be accepted by the credit union only in a written agreement, signed by an authorized representative.

Payment Minimum Every month, you must pay at least the minimum payment due by the payment due date shown on your periodic statement. The minimum payment due will be either (a) 3% of the new balance, or \$25, whichever is greater; or (b) your new balance if it is less than \$25. In addition, you must pay any amount on your periodic statement listed as past due and any late charge. Lastly, if at any time, your new balance exceeds your credit limit, you must pay the excess as well as any over limit charge.

Preauthorized Payment By separate agreement, you may authorize the credit union to automatically transfer the minimum payment due from your savings or checking account. You may pay more frequently, pay more, or pay the new balance in full which will reduce your interest charge.

Prepayment or Irregular Payments Though you need only pay the minimum payment due, you understand that you have the right to repay your loan at any time without penalty. You also understand and agree that you will only be charged interest charges to the date you repay your entire loan. You may make larger payments without penalty and this may reduce the total amount of interest charges that you will repay. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your loan will not advance your next payment due date. You understand and agree that any payment that delays or accelerates the repayment of your unpaid balance will increase or decrease your interest charge.

Privacy Notice The credit union may release information about you and your account in connection with the maintenance of your account with outside companies that perform marketing services on our behalf, to other financial institutions with whom we have joint marketing agreements, or as required or allowed by law. For example: If you are in default, we may release information about your account to third parties who may assist us in enforcing our rights under this agreement. We may also report, to credit reporting agencies and other creditors, the status and payment history of your account, including negative credit information. If you believe that our report of your account status is inaccurate or incomplete, write us at the following address: California Coast Credit Union, P.O. Box 502080, San Diego, CA 92150-2080. You must include your name, address, home telephone number, and account number.

Purchases and Cash Advances You may make purchases and request advances in accordance with current loan policies up to your credit limit. You understand and agree that all purchases and other transactions requested by you or anyone you have permitted to use the card and or account are subject to credit union approval.

Personal Identification Number (PIN) The credit union may assign you a Personal Identification Number (PIN) to be used with your card. You agree not to disclose or otherwise make your PIN available to anyone not authorized on your account. This number should be memorized and then destroyed to ensure that no one else can obtain access. You must not write your PIN on the card and must not record your PIN anywhere or in any form (even disguised) that could be accessed by an unauthorized person. If you forget your PIN, you must contact us and a new PIN will be issued, or you may visit a credit union branch office to select your own PIN.

Responsibility You agree to repay, according to the terms of this agreement, all purchases/other debits, cash advances, balance transfers, interest charged, and any other fees and charges, if any, arising from the use of the account by you or any other person you permit to use the account, even if that person exceeds your permission. For example, you are responsible for charges made by yourself, your spouse, and minor children. You cannot disclaim responsibility by notifying us, but upon your request and upon the return of all cards to the credit union you must close the account to prevent any new transactions from being authorized. Your obligation to pay the

account balance continues even though an agreement, divorce decree, or other court judgment to which you are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for all charges he or she makes, but if that individual signed the card, he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including your charges.

Restricted Use of the Card Your card and or account may not be used directly or indirectly for: (1) any illegal activity or transaction, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not utilize your card and or account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. Your use of the card and or account for any such transaction will constitute an event of default under this agreement. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges. You agree that the credit union will not incur any liability, responsibility or culpability whatsoever, for any such use of the card and or account by you or any authorized users. You further agree to indemnify and hold the credit union harmless from any suits, liability damages, or adverse action of any kind that results directly or indirectly from such use.

Returns and Adjustments Merchants and others who honor the account and/or card may give credit for returns or adjustments, and they will do so by sending the credit union a credit receipt/slip which will post to the account. If your credit and payments exceed what you owe the credit union, we will hold and apply this credit balance against future purchases and cash advances, or if it is one dollar or more, refund it upon your written request or automatically after six months.

Visa Platinum Secured Credit Cards

Pledge of Shares The Visa Platinum Secured Credit Card (Visa credit card) is secured by the shares in the share account described in the "Visa Platinum Secured Credit Card Request". By requesting and receiving, signing or permitting others to use the Visa credit card issued to you by California Coast Credit Union, you agree that your assignment and pledge of your share account is irrevocable except as provided for in this agreement. By pledging your share account, you agree that if you are in default under this agreement, in addition to all the other remedies under this agreement, we may, at our option, apply the balance of the pledged share account to the outstanding balance of your Visa credit card. You understand the applicable Annual Percentage Rate disclosed in the *Visa Credit Card Disclosure Summary* does not take into account the dividends on the pledged share account.

Pledged Share Account Requirements You agree to maintain a minimum balance in the pledged share account in an amount equal to 120% of the credit limit on the Visa credit card. If the balance in the pledged share account ever falls below this minimum requirement, you agree to immediately deposit to the pledged share account an amount sufficient to cause the balance in the account to satisfy this minimum balance requirement. You agree that this pledge will cover future purchases and advances under this agreement.

Closing the Account You may not close your pledged share account until the outstanding balance of the Visa credit card has been paid in full and closed. If the credit union or you cancel the Visa credit card, the credit union reserves the right to hold the funds on deposit in the pledged share account for a period of time (but not more than 30 days after the Visa credit card account is closed), which we believe reasonably sufficient for any outstanding credit card drafts to clear.

Surrender of Cards The cards(s) remain credit union property and if we request and/or upon termination of the account, you must recover and surrender to us all cards(s) and any other access devices we have issued on the account.

Termination We may terminate this agreement upon your default. Either party may terminate this agreement for other good cause. If this agreement is terminated, you must discontinue utilization of the account by any means. In no event shall any termination relieve you of your obligations to repay sums already borrowed, interest charged, and any other fees and charges, if any, arising from the use of the account.

Transaction Receipts/Slips Your periodic statement will identify the merchant, electronic terminal, or financial institutions at which transactions were made, but sales, cash advance, credit, or other receipts cannot be returned with the periodic statement. You must retain the copy of such receipts furnished at the time of the transaction to verify information on your periodic statement.

Unauthorized Usage You may be liable for the unauthorized use of your card and or account. You will not be liable for unauthorized use that occurs after you immediately notify us of the loss, theft or possible unauthorized use by calling us at: (877) 495-1600 or writing us at: Attention: Support Services Department, California Coast Credit Union, P.O. Box 502080, San Diego, CA 92150-2080. In any case, your liability for unauthorized use may be \$0 in

accordance with current Visa U.S.A. Operating Regulations. You agree to assist us in determining the facts and circumstances relating to any such unauthorized usage.

Using the Visa Card or Account Number

1. Present the card to a Visa plan merchant, to California Coast Credit Union, or another financial institution displaying the Visa logo, and sign the sales or cash advance draft.
2. Give the card number for mail, telephone order transactions, or for purchases through the Internet. Use caution when making purchases in this manner.
3. By using your PIN number with the card in an ATM or other electronic terminal that provides access to the Visa system.
4. By using "CoastLine" or by using "Cal Coast ONLINE" through the Internet.
5. Cover overdrafts from your checking account pursuant to authorizing Overdraft Protection.

Your Billing Rights

Keep this Document for Future Use

This notice tells you 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, you must write to us at:

California Coast Credit Union
P.O. Box 502080
San Diego, CA 92150-2080

You may also contact us on the Web at www.calcoastcu.org.

In your letter, you must 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.

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 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 card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your 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, you must contact us *in writing* at:

California Coast Credit Union
P.O. Box 502080
San Diego, CA 92150-2080

You may also contact us on the Web at www.calcoastcu.org.

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.

OTHER SERVICES PROVIDED

Disclaimer of Responsibility The communications and arrangement services of the Emergency Assistance Program are provided by third-party service providers and are paid by Visa USA, Inc. The cardholder is responsible for the cost of any medical, legal, or other services used. Assistance is provided on a best-efforts basis, and may not be available due to problems of time, distance, or location. The medical and/or legal professionals suggested and/or designated by Visa USA's third-party service provider are not employees of Visa USA's third-party provider or employees or contractors of Visa USA, Inc. or California Coast Credit Union and, therefore, they are not responsible for the availability, use, acts, omissions, or results or any medical, legal, or transportation service.

SEE VISA CREDIT CARD DISCLOSURE SUMMARY FOR RATES AND FEES

All account rates, terms, and conditions are set by the Board of Directors and are subject to change.



P.O. Box 502080
San Diego, CA 92150-2080
(877) 495-1600
www.calcoastcu.org

Visa Platinum and Visa Platinum Choice Rewards
Credit Card Disclosure Summary

(including Visa Platinum Student and Visa Platinum Secured)

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases, Cash Advances and Balance Transfers	<p align="center">10.99% to 15.99% when you open your account, based on your creditworthiness. After that, the APR will be non-variable.</p>
Paying Interest	<p>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.</p>
For Credit Card Tips from the Federal Reserve Board	<p>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.</p>

Fees

Annual Fee <ul style="list-style-type: none"> • Visa Platinum • Visa Platinum Choice Rewards 	<p align="center">None \$35</p>
Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	<p align="center">2% of Advance (\$5 Minimum and \$100 Maximum) Visa charges a 1% International Service Assessment fee for Multiple Currency Conversion Rate adjustments. If there is no currency conversion, Visa charges a 0.8% Single Currency Conversion Rate adjustment fee.</p>
Penalty Fees <ul style="list-style-type: none"> • Late Payment 	<p align="center">\$10 (if 10 or more days late)</p>
Other Fees <ul style="list-style-type: none"> • Card Replacement 	<p align="center">\$5</p>

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

All information is accurate as of August 2010 and is subject to change without notice. For current rates and terms, please contact California Coast Credit Union at (858) 495-1600 or (877) 495-1600.