



# Credit Card and Electronic Services Agreements and Disclosures

## FIXED-RATE AGREEMENT AND DISCLOSURE

- Visa® Classic
- Student Visa Classic
- Share-Secured Visa Classic
- Visa Platinum with Low Rate/No Rewards
- Visa Platinum with Cash Back
- Visa Platinum Plus with CU Rewards
- Share-Secured Visa Platinum Plus

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

- ATM Card
- Check Card
- e-Branch Internet Account Access  
(including e-Bill Pay)
- VoiceTel-24 Telephone Account Access



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M-105775

THIS IS YOUR CREDIT CARD AGREEMENT AND DISCLOSURE CONTAINING NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CLASSIC, SHARE SECURED VISA CLASSIC, VISA PLATINUM WITH LOW RATE/NO REWARDS, VISA PLATINUM WITH CASH BACK, VISA PLATINUM PLUS, SHARE SECURED VISA PLATINUM PLUS AND STUDENT VISA CLASSIC CREDIT CARDS. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

<b>Interest Rate and Interest Charges</b>	
<b>Annual Percentage Rate (APR) For Purchases, Balance Transfers and Cash Advances</b>	<p><b>2.90%</b> Introductory APR for 6 months, After that Your APR will be as follows. APRs disclosed as a range are based on Your creditworthiness.</p> <p>VISA Classic: <b>11.15% - 16.15%</b></p> <p>Student VISA Classic: <b>12.65%</b></p> <p>Share Secured VISA Classic: <b>10.00%</b></p> <p>VISA Platinum (with Low Rate/No Rewards): <b>8.49% - 11.90%</b></p> <p>VISA Platinum (with cash back): <b>9.90% - 13.15%</b></p> <p>VISA Platinum Plus (with CURewards): <b>9.65% - 14.65%</b></p> <p>Share Secured VISA Platinum Plus: <b>8.00%</b></p>
<b>Penalty APR and When it Applies</b>	<p><b>17.90%</b></p> <p>This APR may be applied if You:</p> <p>1) Make a late payment.</p> <p><b>How Long Will The Penalty APR Apply?</b> If Your APRs are increased for this reason, for transactions that you make prior to the effective date of the increase the Penalty Rate will apply until you make the next six consecutive minimum payments when due. For transactions that you make after the effective date of the increase, the Penalty Rate may be applied indefinitely.</p>
<b>Paying Interest</b>	<p>We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.</p>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p>To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></p>

## Fees

<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<b>\$2.50</b> [for advances at machines owned by Us] <b>2.00%</b> of the advance [for advances at machines We do not own] <b>1.00%</b> of each foreign currency transaction in U.S. dollars. <b>1.00%</b> of each U.S. Dollar transaction that occurs in a foreign country.
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	Up to <b>\$20.00</b> after 1 day Up to <b>\$20.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

**Loss of Introductory APR:** We may end Your Introductory APR and apply the Penalty APR if You make a late payment.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

### CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement, the reference to "We," "Us," "Our", and "Credit Union" mean the LOS ANGELES FEDERAL CREDIT UNION. The words "You" and "Your" mean each person who accepts this Agreement or uses the Visa Classic, Share-Secured Visa Classic, Visa Platinum With Low Rate/No Rewards, Visa Platinum With Cash Back, Visa Platinum Plus, Share-Secured Visa Platinum Plus, or Student Visa Classic Credit Cards. "Account" means the Visa Classic, Share-Secured Visa Classic, Visa Platinum With Low Rate/No Rewards, Visa Platinum With Cash Back, Visa Platinum Plus, Share-Secured Visa Platinum Plus, or Student Visa Classic Credit Card Account established for You. The words "Credit Card" or "Card" mean any Visa Classic, Share-Secured Visa Classic, Visa Platinum With Low Rate/No Rewards, Visa Platinum With Cash Back, Visa Platinum Plus, Share-Secured Visa Platinum Plus, and Student Visa Classic Credit Cards issued to You by Us and any duplicates and renewals. "Visa Convenience Checks" mean the special Account access devices We provide for Your use from time to time. If this is a joint account, read singular pronouns in the plural.

You understand the following terms constitute the Agreement:

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Credit Card, You agree to give Us a specific pledge of shares which will be equal to Your credit limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account. You may cancel Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account at any time by paying any amounts owed on Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account. To be certain that Your entire balance and all advances on Your Account are paid, any shares pledged may not be available for 30 days after You have cancelled Your Account.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-in-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**COLLECTION COSTS.** To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorney fees

incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement and Disclosure. By signing the Application and Your Credit Card, by using Your Card, by using Your Account or by authorizing another to use Your Account, You agree to accept its terms.

**CONSENSUAL LIEN.** As permitted by law, You grant and consent to a lien on Your deposit accounts with Us (other than those deposits established under a governmental-approved tax deferral plan such as an IRA or Keogh Account) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your Share Account after six months.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to the outstanding balance of Your Account. If You elect to do so, You will be given the necessary disclosures and documents separately. Any credit insurance premiums will be charged to Your Account as a purchase.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

If You are in default, We may, without notice or demand, and to the extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance immediately due and payable and require the return of all Cards and other Account Access devices.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using the Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**FINANCE CHARGES.** In the case of any transactions under Your Visa Classic, Share-Secured Visa Classic, Visa Platinum With Low Rate/No Rewards, Visa Platinum With Cash Back, Visa Platinum Plus, Share-Secured Visa Platinum Plus or Student Visa Classic Account, a Finance Charge will be imposed on all Visa Credit Card purchases, balance transfers and cash advances by the application of a monthly periodic rate (and corresponding Annual Percentage Rate) to the Average Daily Balance indicated on Your monthly billing statement.

To get the Average Daily Balance, We take the beginning balance of Your Account each day during the billing cycle (including any unpaid purchases, balance transfers and cash advances posted to Your Account during any prior billing cycle; excluding any previously billed but unpaid Finance Charges and Late Charges), add any new purchases, balance transfers or cash advances and subtract any payments or credits (as described herein). This gives Us the daily balance. We then 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.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date, provided the previous statement's balance was paid in full. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers (including Visa Convenience Checks) are always subject to a Finance Charge from the date they are posted to Your Account.

All Credit Card accounts are subject to an Introductory Rate for the 6-month period immediately following the date that Your Card is activated, during which time the Monthly Periodic Rate that will apply to Your transactions is 0.2417% (corresponding **ANNUAL PERCENTAGE RATE 2.90%**).

Upon the expiration of any such Introductory rate period, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to the portion of Your balance consisting of transactions that occur after the expiration of such period will increase to the non-introductory rate disclosed in this Agreement.

For VISA Platinum With Cash Back, all net purchases (purchases minus credits and returns, and excluding any and all fees and finance charges) up to \$250 during each billing cycle, you will be credited an amount equal to 0.50% of such net purchases against the balance You owe. For net purchases exceeding \$250 during each billing cycle, You will be credited an amount equal to 1.00% of such net purchases against the balance You owe. Rewards are credited at the close of each billing cycle and will be reflected as a credit on the periodic statements You receive. At no time will credits be calculated on cash advances, balance transfers, or advances using Visa Convenience checks. To be eligible for the Cash Back Rewards program, Your Account must be open and in good standing at the time the reward is to be credited. For example, Your Account cannot be past due, over limit, or the subject of a bankruptcy or a fraud investigation. In addition, if Your payment posts after the statement due date You will forfeit all rewards that would have otherwise accrued in the previous billing cycle. If You close Your Account before any rewards that would have otherwise been earned are credited (e.g. prior to the close of a billing cycle), then such rewards will also be forfeit. The Credit Union has the right to change or cancel the Cash Back Rewards program at any time.

For the applicable Monthly Periodic Rate (and corresponding Annual Percentage Rate), refer to the separate page titled "Additional Disclosure - Federal Truth-In-Lending Act" which We have included with and made a part of this Agreement.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and 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. In each instance, plus 1.00%.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" which is delivered to You and relates to this Agreement is an integrated part of this Agreement and Disclosure.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBER.** We will issue You a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may affect Your rights.

**ISSUANCE AND RE-ISSUANCE OF A CREDIT CARD.** You may request a Card be reissued to You in the event You change Your name. You may also request a Card be issued to an authorizer user of Your Account by completing the requisite form that may be obtained at any Credit Union branch or at Our website.

We will process Your request upon its receipt and in all cases re-issue new Cards to existing Cardholders and issue new Cards to the named authorized users.

If You name an authorized user(s) of Your Account, it is Your responsibility to determine the legal effects and liability You may incur by opening and/or maintaining an Account that names an authorized user(s).

**JOINT ACCOUNTS.** Each Cardholder will be responsible, jointly and severally, for the repayment of amounts owed. You understand that any Card which is requested and approved, will be mailed only to the primary Cardholder at the address indicated on the application. We may refuse to follow any instructions which run counter to this provision.

**LATE CHARGE.** If Your payment is late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$20.

**LINE OF CREDIT LIMIT.** If Your application for a Card is approved, You will be notified of Your specific Credit Limit for transactions made under Your Account. Unless You are in default, the Credit Limits established for You will generally be self-replenishing as You make payments on Your Account, except to the extent that the self-replenishing nature will be delayed by 7 calendar days when the amount tendered is equal to or exceeds \$2,500.00.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advance which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**LOST OR STOLEN CARDS AND/OR VISA CONVENIENCE CHECKS.** To report a lost or stolen Card or Convenience Check, You will immediately call Us at (800) 449-7728. You may also write to Us at the address shown in this Agreement.

**MINIMUM MONTHLY PAYMENT.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account or make larger payments at any time without penalty. You will only be charged

periodic Finance Charges to the date You repay Your entire Account balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Payments will be applied in the following order: (a) any Fees owing; (b) any Finance Charges due on purchases, balance transfers and cash advances; (c) any outstanding principal balances for cash advances previously billed yet unpaid; (d) any remaining balance for cash advances; (e) any outstanding principal balances for balance transfers previously billed yet unpaid; (f) any remaining balance for balance transfers; (g) any outstanding principal balances for purchases previously billed yet unpaid; and then to (h) any remaining balance for purchases. You understand that any delay in the repayment of Your unpaid balance will increase the amount You will pay in periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges. You understand that any portion of any payment which is subsequently applied to principal as designated herein, will be credited first to that portion of Your unpaid principal balance which carries the highest Annual Percentage Rate until such portion is paid in full, followed by that segment of Your unpaid principal balance which carries the next highest Annual Percentage Rate until it is paid in full. Such application to principal shall continue in perpetuity.

Minimum Monthly Payments will be an amount equal to 3.00% of Your unpaid specific Visa Account balance at the end of each billing cycle, subject to the lesser of \$20 or Your Account balance. In addition to the Minimum Monthly Payment, You will also be required to pay any prior payments due which remain unpaid and any amounts which exceed Your credit limit.

Payments received before 2:30 p.m. on a business day that We are open will be credited to Your Account that day. Payments received after 2:30 p.m. will be credited to Your Account the next business day.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**OTHER FEES AND CHARGES.** You agree to pay Us the following fees and charges associated with the use of Your Card: (a) Except for Premier and Premier 55 Cardholders, \$15 for each replacement Card that You request (Value and Imperial accountholders are eligible to receive one free replacement Card per 12-month period); (b) a returned check (or other negotiable instrument used for payment or payment made through an Automated Clearing House) charge of the lesser of \$20 or the required minimum payment amount for the returned payment for each item returned for non-payment (except to the extent prohibited by law, up to a maximum of \$130 per day); (c) \$26 for express replacement of a Card; (d) \$26 for each stop payment that You request for Visa Convenience Checks; (e) \$5 for each merchant draft copy that You request that is unrelated to a valid billing error dispute; (f) \$25 for each Visa Convenience Check that We return unpaid; (g) for all cash advances (other than those obtained at an ATMs owned and operated by Us), You will be charged a cash advance fee **FINANCE CHARGE** equal to 2.00% of the amount advanced; and (h) for cash advances obtained at ATMs owned and operated by Us, You will be charged a cash advance fee **FINANCE CHARGE** equal to \$2.50 for each such advance.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**OUR RESPONSIBILITIES TO HONOR VISA CONVENIENCE CHECKS.** We are under no obligation to honor Your Visa Convenience Checks if: (1) by paying a Visa Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Visa Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**OVERDRAFT PROTECTION.** If the Overdraft Protection feature of Your Account has been activated, We may transfer funds in multiples necessary (or in such increments as We may from time to time determine) to clear any overdraft on Your checking (Share Draft) account by an advance on Your Visa Classic, Share-Secured Visa Classic, Visa Platinum With Low Rate/No Rewards, Visa With Cash Back, Visa Platinum Plus, Share-Secured Visa

Platinum Plus or Student Visa Classic Credit Card Account subject to this provision. Whether or not such a transfer occurs will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Your Overdraft Protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**PENALTY RATE.** If Your payment is past due during any two consecutive billing cycles (but not more than 60 days past due), subject to applicable law, the Monthly Periodic Rate applicable to future transactions will increase to 1.4917% (corresponding **ANNUAL PERCENTAGE RATE** 17.90%).

If Your payment is more than 60 days past due, subject to applicable law, the Monthly Periodic Rate applicable to Your entire balance of transactions existing at that time will increase to 1.4917% (corresponding **ANNUAL PERCENTAGE RATE** 17.90%). During the six-month period following the effective date of such increase, upon receipt of the first six consecutive required minimum periodic payments when due, the rate applicable to the balance of transactions that occurred prior to such increase will be returned to the standard rate that would have otherwise been in effect.

At Our discretion, We may reduce any Penalty Rate applicable to Your Account without giving up any of Our rights set forth in this provision or in any other provision of Your Agreement with Us.

**PERIODIC STATEMENT.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each billing cycle in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-in-Lending Act.

**PROMISE TO PAY.** Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, credit cards, Visa Convenience Checks and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**REFUSAL TO HONOR CARDS OR VISA CONVENIENCE CHECKS.** Visa Convenience Checks must be at least equal to \$100 and cannot exceed the lesser of Your approved Credit Limit or \$30,000, and We may refuse to honor any non-conforming convenience check. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Visa Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Visa Convenience Checks.

**TERMINATION.** Subject to applicable law, either You or We may cancel Your Account at any time whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

**TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us orally and in writing at the address or telephone number shown in this Agreement, of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.

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**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update personal information or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution, except to the extent that You agree not to use Your Card in any country that We or the United States Government may from time to time designate. If You are issued a cash advance draft, it will be imprinted with Your Card number.

You agree not to use Your Card for illegal transactions, whether or not such transaction is transmitted electronically, involves the use of the internet or is otherwise made in person. Illegal or unlawful transactions include, but are not limited to, advances made for the purpose of gambling and/or wagering, where such bet or wager is unlawful under any applicable federal or state law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. You further agree and understand that any such illegal or unlawful transaction may be blocked, declined or otherwise reversed.

**VISA CONVENIENCE CHECK RATE.** If Your Account is subject to a promotional rate for Visa Convenience Check transactions, the Monthly Periodic Rate applicable to such transactions will be 0.2417% (corresponding **ANNUAL PERCENTAGE RATE** of 2.90%). Upon the expiration of any such promotional rate period, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to the portion of Your balance consisting of transactions that occur after the expiration of such period will increase to the non-promotional rate disclosed in this Agreement.

#### **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, write to Us at Our address shown in this Agreement. 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.

**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 Our address shown in this Agreement.

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.

#### **ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE**

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE ("ATM") CARD, CHECK CARD, OUR AUDIO RESPONSE SYSTEM ("VOICETEL-24") AND e-BRANCH INTERNET ACCOUNT ACCESS EACH WITH ITS PERSONAL IDENTIFICATION NUMBER (PIN) AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK"). PLEASE BE CERTAIN TO READ THIS BROCHURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

**AUTOMATED TELLER MACHINE (ATM) CARD, CHECK CARD, AUDIO RESPONSE SYSTEM (VOICETEL24), e-BRANCH INTERNET ACCOUNT ACCESS AND E-CHECK AGREEMENT.** This Agreement (excluding Health Savings Accounts) applies to any electronic fund transfer made to or from Your Account(s) through the use of: (a) Your ATM Card at any Automated Teller Machine (ATM) in conjunction with Your ATM Card Personal Identification Number (PIN); (b) Your Check Card in Automated Teller Machines (ATMs) or at any place that Your Card is honored including those transactions made through the use of the appropriate Personal Identification Number (PIN) in conjunction with Your Check Card; (c) Our VoiceTel-24 Telephone Account Access Service in conjunction with Your VoiceTel-24 PIN; and (d) Our Internet Account access system ("e-Branch"); and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, Check Card, VoiceTel-24, e-Branch, E-Check or other electronic device. You understand that Your Card and any PINs are issued by Us and are not transferable.

The use of Your Card is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of the Card; (b) that We may follow all instructions given to machines; (c) that for ATM Cards, You may make withdrawals up to a maximum, Share (Savings), Share Draft (Checking), Personaline and Home Equity Lines of Credit combined, of \$500.00 per business day for ATM withdrawals, and \$500.00 per business day for Point of Sale (POS) withdrawals involving the use of Your PIN, provided You have enough available funds or credit in Your Account(s); and (d) that for Check Cards, You may make withdrawals up to a maximum, Share (Savings), Share Draft (Checking), Personaline and Home Equity Lines of Credit combined, of \$500.00 per business day for ATM withdrawals, \$500.00 per business day for Point of Sale (POS) withdrawals involving the use of Your PIN and \$2,500.00 for Point of Sale (POS) withdrawals not involving Your PIN, (e.g. such as when You sign the sales slip instead of entering Your PIN), provided You have enough available funds or credit in Your Account(s).

Each withdrawal by You or by anyone else to whom You give Your Card or PIN may be charged to Your Share Draft (Checking) Account or Your Share (Savings) Account as appropriate and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Account in any order We determine; (2) We cannot honor stop payment requests on ATM withdrawals. You may use other Electronic Fund transfer services which may include: (a) pre-authorized deposits of Your net paycheck; (b) automatic payroll deductions; and (c) pre-authorized deposits of pension checks and other recurring payments or deposits.

**HEALTH SAVINGS ACCOUNT ONLY: AUTOMATED TELLER MACHINE, CHECK CARD, AND e-BRANCH INTERNET ACCOUNT ACCESS.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) through the use of: (a) Your Check Card in Automated Teller Machines (ATMs) or at any place that Your Card is honored including those transactions made through the use of the appropriate Personal Identification Number (PIN) in conjunction with Your Check Card; and (b) Our Internet Account access system ("e-Branch": inquiry access only). An electronic funds transfer is any transfer of funds that is performed through use of Your Check Card, or e-Branch (inquiry access only). You understand that Your Card and any PINs are issued by Us and are not transferable.

The use of Your Card is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of the Card; (b) that We may follow all instructions given to machines; (c) that for Check Cards You may make withdrawals up to a maximum, Share Draft (Checking), of \$500.00 per business day for ATM withdrawals, \$500.00 per business day for Point of Sale (POS) withdrawals involving the use of Your PIN and \$2,500.00 for Point of Sale (POS) withdrawals not involving Your PIN, (e.g. such as when You sign the sales slip instead of entering Your PIN), provided You have enough available funds in Your Account.

Each withdrawal by You or by anyone else to whom You give Your Check Card or PIN may be charged to Your Share Draft (Checking) Account as appropriate and will be treated as though it were a share draft (checking) withdrawal except that: (1) We may charge withdrawals to Your Account in

any order We determine; (2) We cannot honor stop payment requests on ATM withdrawals. You may use other Electronic Fund transfer services, which may include automatic payroll deductions.

**BUSINESS DAYS.** The Credit Union's business days are Monday through Friday (excluding holidays). For ATM cash withdrawal purposes, one business day is from 12:00 am through 11:59 pm. For ATM deposit purposes, one business day is from 12:00 am through 11:59 pm Monday through Saturday, and Saturday from 12:00 am to Monday at 11:59 pm is one business day.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at ATMs may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines at about 3:00 PM each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. Deposits made at ATMs may not be available for immediate withdrawal. See Our Funds Availability Policy for further details.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a Fee Schedule, VoiceTel-24 and e-Branch information after Your Account is established. Additional Fee Schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and 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. In each instance, plus 1.00%.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Call or write Us at the address and telephone number in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this,

We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS.** You will be issued a PIN to be used in conjunction with ATM Card and/or Check Card Electronic Fund Transfers, a PIN to be used in conjunction with VoiceTel-24 transactions, and a PIN to be used in conjunction with e-Branch. Your PINs are confidential and should not be disclosed to anyone. You may use Your PIN(s) to access Your Account and all sums advanced will be deducted from Your Account balance. Your use of Your Card and/or PIN is Your authorization to withdraw funds from Your Accounts.

**JOINT ACCOUNTS.** If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

**LIABILITY FOR UNAUTHORIZED USE.** Call or write Us at once if You believe Your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your Check Card as long as You report the loss or theft of Your Check Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized Check Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us to find out whether or not the deposit has been made.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**OWNERSHIP.** Your Card, PIN and any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call or write Us in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. Such stop payment notice will apply to all future payments of that particular designated debit. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**TERMINATION.** We may terminate Your right to use Your Card or PIN or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. Such statement will either be in an electronic or paper format depending on the method You select. In any case, You will receive a statement at least quarterly.

**UNAUTHORIZED TRANSFERS.** You must call Us to report a lost or stolen Card or PIN. You may also write Us to report the loss of a Card or PIN. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

## TYPES AND LIMITATIONS OF SERVICES

**ATM CARD AND CHECK CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs or such other machines or facilities as We may designate. At the present time, You may make the following types of transactions at selected ATMs: (a) withdraw cash from Your deposit accounts; (b) deposit money to Your deposit accounts; (c) transfer funds to and from those accounts for which We have Your authorization to do so; and (d) check the balance(s) in Your deposit and Your Personal and Home Equity Lines of Credit accounts. You may also use Your Card to purchase goods and services at any business establishment where Your Card is accepted (See "Point of Sale" section).

**e-BRANCH TRANSACTIONS.** You may use e-Branch via any Internet access means for the following services: (a) transfer funds to and from those accounts for which You have authorized Us to do so (by means of an Electronic Transfer Agreement on file with Us); (b) transfer funds from Your line of credit account that You have with Us to your Share Draft (Checking) or Your Share (Savings) Account(s); (c) payments on Your loan accounts; (d) inquiries on account(s) and loan data; (e) inquiries on dividends and loan rates; (f) make check withdrawals from deposit and line of credit accounts that You may have with Us; (g) transactions or inquiries on shares, certificates and loans; (h) miscellaneous inquiries on Credit Union services that affect Your Account; (i) place stop payments on checks You have written on Your Account that have not yet cleared; (j) apply for

credit with Us; (k) order images of share drafts that have cleared Your Share Draft Account; and (l) reorder personal checks for Your Share Draft Account. e-Branch is accessible seven days a week, 24 hours a day. If You attempt to access the service and are unsuccessful, please try again later.

If You have a LAFCU Share Draft (Checking) Account You may also use the e-Bill Pay feature of e-Branch to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of e-Branch will be made by check and may take as long as 10 business days to be sent to each payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You. For e-Bill Pay help, You may call LAFCU Member Services at (877) 695-2328.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**POINT OF SALE TRANSACTIONS.** You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Account in the amount necessary to cover any such transaction, provided You have enough available funds in Your Account.

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution, except to the extent that You agree not to use Your Card in any country that We or the United States Government may from time to time designate. If You are issued a cash advance draft, it will be imprinted with Your Card number.

You agree not to use Your Card for illegal transactions, whether or not such transaction is transmitted electronically, involves the use of the internet or is otherwise made in person. Illegal or unlawful transactions include, but are not limited to, advances made for the purpose of gambling and/or wagering, where such bet or wager is unlawful under any applicable federal or state law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. You further agree and understand that any such illegal or unlawful transaction may be blocked, declined or otherwise reversed.

**VOICETEL-24 TRANSACTIONS.** You may use VoiceTel-24 in conjunction with Your PIN at any touch tone telephone to make the following types of transactions on designated accounts: (a) transfer funds to and from those accounts for which You have authorized Us to do so (by means of an Electronic Transfer Agreement on file with Us); (b) transfer funds from Your line of credit account that You have with Us to your Share Draft (Checking) or Your Share (Savings) Account(s); (c) payments on Your loan accounts; (d) inquiries on account balances and loan data; (e) inquiries on dividends and loan rates; (f) make check withdrawals from deposit and line of credit accounts that You may have with Us; (g) transactions or inquiries on shares, certificates and loans; (h) miscellaneous inquiries on Credit Union services that affect Your Account; and (i) place stop payments on checks You have written on Your Account that have not yet cleared. VoiceTel-24 is accessible seven days a week, 24 hours a day. Transactions entered after 5:00 p.m. will be processed the next business day. If You call VoiceTel-24 and are told that "the system is not available," please call back later when service is restored.

