

These coverages and descriptions supersede any coverages and descriptions you may have received earlier. Please read and retain for your records.



## Visa® Credit Card Agreement and Federal Truth-in-Lending Disclosure

**Effective 4/10/12.** For questions about your balance, call the customer service number on your Visa statement.

In this Agreement and Disclosure Statement, the words "I," "me," "my" and "mine" mean each and all of those who apply for or use the Schools Financial Credit Union Visa Credit Card and/or Visa account. "Credit Union," "you," "your" and "yours" mean Schools Financial Credit Union. "Card" means the Visa Credit Card issued to me and any duplicates and/or renewals you may issue. "Account" means my Visa Credit Card account with you.

By requesting and receiving, signing, using or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

**NOTICE:** THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

**AUTHORIZATION:** I authorize you to pay and charge my Account for all Purchases, Balance Transfers and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Balance Transfers and Cash Advances charged to my Account whether resulting from: (1) actual use of my Card or Checks; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or (3) any other circumstance where I authorize a charge, or authorize someone else to make a charge, to my Account (collectively, "authorized charges").

**PAYMENT:** I promise to pay you or to your order in lawful money of the United States at your office or at the address set forth on my periodic statement all sums advanced to me or any person I permit to use this Account on the terms and at the rates set forth herein. Payments will continue until I have paid in full the unpaid balance, FINANCE CHARGES, all collection-related charges and any other fees and charges.

**CHANGE OF TERMS:** Account and agreement terms are not guaranteed for any period of time. I understand and agree that you may amend, modify, add to or delete from this Agreement and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Monthly Periodic Rate and/or fee in accordance with applicable laws, by mailing a notice of the change to me at my last known address. I also understand that in the event of a significant change, as defined under the Federal Truth-in-Lending Act, any such notice will be mailed to my last known address, or if I have agreed to receive such notices electronically they will be sent to me in an electronic format, at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If you are required by applicable law to provide me a right to reject significant changes to this Agreement and Disclosure Statement, you will provide me with an explanation of how to reject the significant changes, unless I fail to make a required minimum payment within sixty (60) days after its due date. You may change the terms of this Agreement and Disclosure Statement based on information in my credit report, market conditions, business strategy or for any other reason. 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 me.

**FINANCE CHARGES:** The FINANCE CHARGE for a billing cycle will be the sum of three (3) components set forth below, which include my periodic INTEREST CHARGES and TRANSACTION FEES that accrue over the billing

cycle. I understand and agree that under the "Change in Terms" section above, you have the right in your sole and absolute discretion to change the amount of any ANNUAL PERCENTAGE RATE, Monthly Periodic Rate, and/or any TRANSACTIONS FEES or INTEREST CHARGES that may apply to my Account.

1. **TRANSACTION FEE, CASH ADVANCE FEE:** One (1) component of the FINANCE CHARGE is the Cash Advance Fee of 2% of the amount of the advance or \$2, whichever is greater, which is posted to the Account during the billing cycle.

2. **INTEREST CHARGE, Monthly Periodic INTEREST CHARGE, Monthly Periodic Rate and ANNUAL PERCENTAGE RATE for Cash Advances, Balance Transfers and Purchases:** The second (2nd) component of the FINANCE CHARGE is the Monthly Periodic INTEREST CHARGE. The Monthly Periodic Rate used in calculating the Monthly Periodic INTEREST CHARGE for Cash Advances, Balance Transfers and Purchases is based upon the "Prime Rate" as published in the "Money Rates" section of the print edition of the Wall Street Journal (the "Index"). My ANNUAL PERCENTAGE RATE for Cash Advances, Balance Transfers and Purchases is determined by adding a "Margin" as set forth in the "Additional Disclosure – Federal Truth-in-Lending Act" to the Index in effect as of the first Tuesday of the month preceding the month of my Adjustment Date. The Initial Monthly Periodic Rate in effect as of the date of this Agreement and Disclosure Statement is set forth in the "Additional Disclosure – Federal Truth-in-Lending Act" (the Initial ANNUAL PERCENTAGE RATE as of the date of this Agreement and Disclosure Statement is set forth in the "Additional Disclosure – Federal Truth-in-Lending Act").

My ANNUAL PERCENTAGE RATE may increase or decrease every month. Any such change will be based on an increase or decrease in the "Index" as set forth below. In the event that the Prime Rate ceases to be published, changes to the ANNUAL PERCENTAGE RATE will be related to a comparable Index. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change monthly on the first day of each billing cycle. These dates shall be known as the "Adjustment Dates." The Index in effect on the first Tuesday of the month preceding the month of the Adjustment Date will be used to calculate the ANNUAL PERCENTAGE RATE change effective on the Adjustment Date. For example, the Index in effect on the first Tuesday in January shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the first day of the February billing cycle of the same year. The Index in effect on the first Tuesday in June shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the first day of the July billing cycle of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the first Tuesday in December shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the first day of the January billing cycle of the following year.

The maximum ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement is set forth in the "Additional Disclosure – Federal Truth-in-Lending

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Act." There are no annual (or other) limitations on changes in the ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Agreement and Disclosure Statement are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Agreement and Disclosure Statement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE will result in changes in the amount and/or number of payments required to repay the unpaid balance.

The Monthly Periodic Rate is determined by dividing the ANNUAL PERCENTAGE RATE by 12 and will change when the ANNUAL PERCENTAGE RATE changes.

**3. TRANSACTION FEE, FOREIGN:** The third (3rd) component of the FINANCE CHARGE is the Foreign Transactions Fee. Purchases, Cash Advances and credit transactions made in foreign currencies are subject to a Foreign Transactions Fee of 1% of the amount of the Purchase, Cash Advance or credit transaction which is posted to the Account during the billing cycle. International Purchases, Cash Advances and credit transactions that are not made in foreign currencies are subject to a Foreign Transactions Fee of .8% of the amount of the Purchase, Cash Advance or credit transaction which is posted to the Account during the billing cycle.

Actual FINANCE CHARGES will be shown on my periodic statement.

**CREDIT INFORMATION:** I authorize you to investigate my credit standing when opening, renewing or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law.

**HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES, UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:**

**AVERAGE DAILY BALANCE (INCLUDING CURRENT PURCHASE TRANSACTIONS):**

You compute the periodic INTEREST CHARGES for a billing cycle on my Account by applying the Monthly Periodic Rate to the Average Daily Balance of Credit Purchases (including new Purchase transactions). To get the Average Daily Balance of Purchase transactions, you take the beginning balance of Purchase transactions on my Account each day, add any new Purchases, and subtract any payments or credits and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Purchase transactions. Then, you add up all the daily balances of Purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Purchase transactions.

I have at least a 25-day grace period from the close of each billing cycle to pay the New Balance of Purchase transactions without incurring additional INTEREST CHARGES provided that either: (1) you received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the periodic statement for the previous billing cycle; or (2) the ending balance of the previous billing cycle was \$0. If I have a grace period to pay the New Balance for any billing cycle, and I do not pay the New Balance in full during this grace period, INTEREST CHARGES will be assessed on any portion of the New Balance not paid during the grace period using the Average Daily Balance method as explained above. If I have a grace period, the Payment Due Date disclosed on each periodic statement provided to me is the last day of my grace period for that statement's billing cycle. If I do not have a grace period, INTEREST CHARGES begin to accrue on Purchase transactions on the date the transaction posts.

**HOW TO COMPUTE THE ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:**

**AVERAGE DAILY BALANCE (INCLUDING CURRENT CASH ADVANCE TRANSACTIONS):**

You compute the periodic INTEREST CHARGES for a billing cycle on my Account by applying the Monthly Periodic Rate to the Average Daily Balance of Cash Advances (including new Cash Advances). To get the Average Daily Balance of Cash Advance transactions, you take the beginning balance of Cash Advance transactions on my Account each day, add any new Cash Advances, and subtract any payments or credits and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Cash Advance transactions. Then, you add up all the daily balances of Cash Advance transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Cash Advance transactions. There is no grace period in order to avoid the imposition of INTEREST CHARGES on Cash Advances. INTEREST CHARGES begin to accrue on Cash Advances on the date of the transaction.

**HOW TO COMPUTE THE BALANCE OF BALANCE TRANSFERS, CONSISTING OF BALANCE TRANSFER TRANSACTIONS, UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:**

**AVERAGE DAILY BALANCE (INCLUDING CURRENT BALANCE TRANSFER TRANSACTIONS):**

You compute the periodic INTEREST CHARGES for a billing cycle on my Account by applying the Monthly Periodic Rate to the Average Daily Balance of Balance Transfers (including new Balance Transfers). To get the Average Daily Balance of Balance Transfer transactions, you take the beginning balance of Balance Transfer transactions on my Account each day, add any new Balance Transfer transactions, and subtract any payments or credits and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Balance Transfer transactions. Then, you add up all the daily balances of Balance Transfer transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Balance Transfer transactions. There is no grace period in order to avoid the imposition of INTEREST CHARGES on Balance Transfers. INTEREST CHARGES begin to accrue on Balance Transfers on the date of the transaction.

The above balance computation methods state how you will determine my Purchase, Cash Advance, and Balance Transfer average daily balances and how you will apply my Monthly Periodic Rate to those balances in order to compute the resulting INTEREST CHARGE. INTEREST CHARGES and other FINANCE CHARGES will be shown on my periodic statement.

**MINIMUM PAYMENT:** Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. Deferred payments are not allowed on the Account. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or checking (share draft) account. I may, of course, pay more frequently, pay more or pay the New Balance in full, and I will reduce my periodic FINANCE CHARGE by doing so. The Minimum Payment Due will be either: a) 2% of my New Balance or \$20, whichever is greater; or b) my New Balance, if it is less than \$20. For the Student Visa Credit Card, the Minimum Payment Due will be either a) 2% of my New Balance or \$10, whichever is greater; or b) my New Balance, if it is less than \$10.

In addition, I must pay any amount on my periodic statement listed as past due and any late charge as part of my Minimum Payment Due. Lastly, at any time my New Balance exceeds my Credit Limit, I must pay the excess as part of my Minimum Payment Due.

I understand and agree that any payment made by me will be applied in the following order: a) unpaid fees and charges, if any; b) unpaid periodic INTEREST CHARGES due on purchases, Balance Transfers, cash advances and other unpaid FINANCE CHARGES; c) outstanding principal balances of cash advances, Balance Transfers, and purchases previously billed; and d) current cash advances, Balance Transfers and purchases. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them.

**CREDIT LIMIT:** My Account has a Credit Limit that is established by you. You may increase or decrease my Credit Limit at any time and you may notify me of such increase or decrease by mail or through a statement sent to the primary Accountholder's address of record, in accordance with applicable legal requirements. If I object to any Credit Limit increase, I must notify you immediately. I or my joint applicant for the Account may request a change to the Credit Limit orally, in writing or electronically, but such request must be approved by you. If my Credit Limit is increased, I am immediately responsible for the new Credit Limit and any increase in the Account Balance even when it differs from an amount previously agreed to orally or in writing.

**OVER-THE-LIMIT TRANSACTIONS:** I agree that I am obligated to pay you any portion of my Account Balance that exceeds my Credit Limit. I understand and agree that even if I request such an Over-the-Limit transaction, you are not obligated to process any Over-the-Limit transaction, despite my authorization and request, even if you have in the past processed my Over-the-Limit transactions. You will not charge me a fee for exceeding the Credit Limit.

**LATE PAYMENT FEE:** You will charge a Late Payment Fee of up to \$15 (\$10 for Student Visa Credit Card accounts) with respect to any monthly billing cycle as a Late Payment Fee on the Minimum Payment due that is not paid within fifteen (15) days after the date the payment is due. However, the late fee shall not exceed the amount of the Minimum Payment Due or the maximum amount permitted under applicable state law.

**DEBT PROTECTION COVERAGE (Schools Safety Net<sup>SM</sup>):** I understand that Debt Protection Coverage is not required by you to open my account. It will only be available if I sign a separate Debt Protection Election Form. I understand and agree that if I requested this coverage, you will add Debt Protection fees to the Account Balance on the Billing Cycle Closing Date of each month. I also understand and agree that if I have requested this coverage, I will be obligated to pay the fee(s) indicated on the Election Form which have been included as part of my payment. If I decide to cancel such coverage, I must do so in writing and I agree to pay all fees up to the date you act on my request to cancel.

**BALANCE TRANSFER:** I understand that I can request a Balance Transfer transaction, which allows me to pay a portion or the entire balance of a credit card account I maintain with another institution. Any request I make for a Balance Transfer is subject to your approval, based on my Credit Limit, my creditworthiness and my good standing as a member.

**PURCHASES AND ADVANCES:** I may make purchases and request advances in accordance with the current loan policies up to my Credit Limit. I understand and agree that all purchases and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are subject to your approval.

**USING THE CARD:** To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for me to present the Card or Card number to a participating Visa plan merchant, to you, or to another financial institution and sign or authorize a sales or cash advance draft. The other is to complete the transaction by using my personal identification number (PIN) in conjunction with the Card in an automated teller machine (ATM) or other type of electronic terminal that provides access to the Visa system.

My Card and/or Account may not be used directly or indirectly for any illegal activities or transactions. Further, I may not utilize my 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. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

**ELECTRONIC FUND TRANSFER:** In the event a use of the Card or the Account number of the Card constitutes an electronic fund transfer (EFT), the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand and agree that I will only be charged FINANCE CHARGES to the date I repay my entire Account Balance. I may make larger payments without penalty, and this may reduce the total amount of FINANCE CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my Account Balance will not advance my next payment due date(s). I understand and agree that any payment that a) delays or b) accelerates the payment of my unpaid balance will a) increase or b) decrease my Monthly Periodic FINANCE CHARGE.

**DEFAULT:** I will be in default if: 1) I do not pay on time or in the proper amount(s); 2) I fail to live up to any of the terms of this Agreement and Disclosure Statement; 3) my creditworthiness is impaired; or 4) I die, become insolvent or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement and Disclosure Statement, I agree to pay the costs thereof, reasonable attorneys' fees and other expenses. I understand and agree that FINANCE CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement and Disclosure Statement will continue to accrue until I repay my entire Account Balance.

**ACCELERATION AND COLLECTION COSTS:** Upon my default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account and Card privileges, and/or you may demand immediate payment of the unpaid balance, FINANCE CHARGES, late charges, your collection costs, reasonable attorneys' fees and court costs (collectively, "collection-related charges"). I understand and agree that I will be subject to FINANCE CHARGES (at the applicable Monthly Periodic Rate), late charges, over-limit fees and collection-related charges under the terms disclosed in this Agreement and Disclosure Statement until I repay my entire Account Balance.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement and Disclosure Statement for all purchases, advances, FINANCE CHARGES, late charges and over-limit fees, if any, arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you although you will close the Account if I so request, and I will return all Cards to you. My 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 me or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with me for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including mine. The Cards remain your property, and I must recover and surrender to you all Cards upon your request and/or upon termination of this Account.

**UNAUTHORIZED USE:** If I notice the loss or theft of my Card or a possible unauthorized use of my Card and/or Account, I should call (800) 654-7728 or write to you immediately at: P.O. Box 3112, Tampa, FL 33601. I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50. My liability may be lower in cases of Visa Credit Card fraud in accordance with current Visa U.S.A. Inc. operating regulations.

**TERMINATION:** You may terminate this Agreement and Disclosure Statement upon my default. Either you or I may terminate this Agreement and Disclosure Statement for other good cause. In no event shall any termination relieve me of my obligation to repay sums already borrowed, FINANCE CHARGES and late charges, if any. I agree to return all the Cards issued to me or any party designated by me.

**TRANSACTION SLIPS:** My periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my periodic statement. You may make a reasonable charge for any photocopies or slips I request.

**PLAN MERCHANT DISPUTES:** You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and a) my purchase was made in response to an advertisement you sent or participated in sending me; or b) my purchase cost more than \$50 and was made from a plan merchant in my state or within 100 miles of my current address. Any other dispute I must resolve directly with the plan merchant.

**FOREIGN TRANSACTIONS:** Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. Such regulations provide for either a .8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance or credit and retained by Visa. The .8% currency exchange fee for single currency international transactions does not apply to transactions originating on U.S. military bases, U.S. embassies and consulates. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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 the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences.

**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 you a credit slip, which you will post to the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on my written request or automatically after six (6) months.

**SURRENDER OF CARD(S):** The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the Account.

**LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY:** I will notify you AT ONCE if I believe that the Card, Account number, PIN or any combination of the three has been lost or stolen by immediately calling you at 800-654-7728 (available 24 hours a day). Telephoning is the best way of preventing unauthorized usage. There is no liability to me for any unauthorized transactions resulting from the loss, theft or other unauthorized use of the Card, whether the Card is used in person, over the Internet or via a telephone transaction. In the event of an unauthorized transaction, you may require that I submit a report of unauthorized use of my Visa Credit

Card. You may also require that I file a police report. I agree to fully cooperate with the Credit Union, the police, the FBI and any other entity investigating any claim of unauthorized usage. This zero liability policy does not apply to ATM transactions or to PIN transactions not processed by Visa. I am responsible for all purchases and cash advances made to my Visa Credit Card. If I give my Card to another party, I am responsible for all transactions made by that party even if the amounts exceed what I have authorized.

**REPLACEMENT CARDS:** If I need to replace my Visa Credit Card due to my card being lost or damaged. I may do so by contacting you at 800-654-7728 or **916-569-5400**. You will provide me with one free replacement card per rolling 12 month period. For each additional replacement card you will charge me \$10.

**PAYMENTS MARKED "PAID IN FULL":** You 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 and Disclosure Statement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

**USAGE CONFIRMATION VIA TELEPHONE:** If my card usage is beyond my normal usage or questionable for any reason, I may receive periodic phone calls from you to verify such usage.

**DELAY IN ENFORCEMENT:** You can delay enforcing any of your rights under this Agreement and Disclosure Statement without losing them.

**GOVERNING LAW:** I understand and agree that this Agreement and Disclosure Statement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

**INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled "Additional Disclosure — Federal Truth-in-Lending Act" that is delivered together with this form is an integrated part of the Agreement and Disclosure Statement.

**MEMBERSHIP REQUIREMENT:** I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account and/or Card privileges, including future purchases and advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not maintain my membership with you.

**CHANGE OF NAME, ADDRESS OR EMPLOYMENT STATUS:** I understand and agree that I must report to you any change in my name, address or employment status.

**COPY RECEIVED:** I acknowledge receipt of any copy of this Agreement and Disclosure Statement and agree to accept its terms.

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

#### ADDITIONAL TERMS APPLICABLE TO VISA CHECKS

**CHECK USES:** I can use the Visa Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of my Credit Limit. Use of the Checks is a cash advance on my Visa Agreement.

**LIMITATIONS:** You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if, at the time the Check is presented, I am in default or you have suspended, terminated or canceled the Account. Each Check must be in the form you have issued to me. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. I am responsible for all authorized use of the Checks. I may not use the Checks to pay any amount

that I owe you pursuant to this Agreement and Disclosure Statement or amounts owed under other loans or obligations I have with you. Certain merchants may inform me of their intent to convert my Check payment to an electronic ACH debit. For mailed payments, this notification will generally be provided to me at the time I receive a bill. For payments made in person, this notification will be provided to me at the time payment is made. I understand and agree that Checks are ineligible for conversion to an ACH debit and if presented by a merchant to you for payment, you are required to reject and return the entry. Using Checks for payments to merchants who have notified me of their intent to convert my Check to an ACH debit may result in merchant returned item fees and/or late charges. I further understand and agree that I may not attempt to authorize a one-time advance from my Account via ACH by providing check information (such as the routing, account, and serial numbers) to a merchant or other payee in person, via the Internet or by telephone for the purpose of having such merchant or other payee electronically initiate a funds transfer. You will not be liable for any fees I incur as a result of your failure to honor a Check that is converted to an ACH debit.

**PERIODIC STATEMENTS:** My periodic statement will show me an itemization of the Checks posted to the Account during the billing cycle. Checks paid by you will not be returned to me with my periodic statement.

**RETURNED CHECK FEE:** You will charge a fee of \$25 per returned Check, which will be billed to the Account if my Check cannot be paid.

**STOP PAYMENT:** Provided such request is timely, so that you shall have a reasonable opportunity to act upon it under your rules, I may order a stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect for a minimum of six (6) months unless renewed in writing. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. You will charge a fee of \$25 per Check when I place a stop payment on my Check(s), which will be billed to the Account.

**SURRENDER OF VISA CHECKS:** The Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

**MY BILLING RIGHTS**  
(Keep this notice for future use.) This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

**WHAT TO DO IF I FIND A MISTAKE ON MY STATEMENT**  
If I think there is an error on my statement, I must write to you at:

Cardholder Services  
PO Box 3112  
Tampa, FL 33601

In my letter, I must give you the following information:

- *Account information:* My name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If I think there is an error on my bill, I must describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

- Within 60 days after the error appeared on my statement.

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

**WHAT WILL HAPPEN AFTER YOU RECEIVE MY LETTER**  
When you receive my letter, you must do two things:

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

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

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

**AFTER YOU FINISH YOUR INVESTIGATION, ONE OF TWO THINGS WILL HAPPEN:**

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

If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent; and you must let those organizations know when the matter has been settled between us. If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.

**MY RIGHTS IF I AM DISSATISFIED WITH MY CREDIT CARD PURCHASES**

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the purchase.

In order to use this right, the following must be true:

- I must have used my credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.

If the criteria above is met and I am still dissatisfied with the purchase, I will contact you in writing at:

Cardholder Services  
PO Box 3112  
Tampa, FL 33601

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