

GENERAL TERMS

Lien on Shares/Security Interest: If I have voluntarily agreed to a lien on shares in my Visa® Application, I understand and agree that if I am in default on the Account, you may impress and enforce a lien on all shares (except IRA accounts) then on deposit needed by you to repay the unpaid balance of the Account in accordance with California Financial Code §14856 and your bylaws. Property given as security under this Agreement, or for any other loan, with the exception of real property, secures all amounts I owe to the Credit Union now and in the future.

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, INTEREST CHARGES and other FINANCE CHARGES, and any other fees and charges.

Prepayment or Irregular Payments: Though I need only pay the minimum monthly payment, I understand that I have the right to repay the unpaid balance at any time without penalty. I also understand that I will only be charged INTEREST CHARGES to the date I repay the unpaid balance. I may make larger payments without penalty and this may reduce the total amount of INTEREST CHARGES that I will repay. Any partial payment of the unpaid balance will not delay my next scheduled due date(s). I understand that any payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my INTEREST CHARGES.

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; (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, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that INTEREST CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement will continue to accrue until I repay my entire loan.

Responsibility: I agree to repay you according to the terms of this Agreement for all purchases, advances, INTEREST CHARGES and other FINANCE CHARGES, and late charges, 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.

Delay in Enforcement: You can delay enforcing any of your rights, any number of times under this Agreement without losing them.

Termination of Account: You may terminate this Agreement upon my default. Either you or I may terminate this Agreement at any time by notice to the other in writing. In no event shall any termination relieve me of my obligation to repay sums already borrowed, collection costs and late charges, if any, and INTEREST CHARGES and other FINANCE CHARGES. The Card(s) I receive remain the property of the Credit Union and I must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by me or the Credit Union. I agree to return all the Cards issued to me or any party designated by me.

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 Account Balance, including INTEREST CHARGES and other FINANCE CHARGES, late charges, and your collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). I understand and agree that I will be subject to INTEREST CHARGES (at the applicable Monthly Periodic Rate), late charges, and collection-related charges under the terms disclosed in this Agreement, until I repay my entire Account Balance.

Governing Law: I understand and agree that this Agreement 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.

Unauthorized Use: If I notice the loss or theft of my Card or a possible unauthorized use of my Card, I should write to you immediately at:

P.O. Box 60890, Los Angeles, CA 90060-0890,

or call you at (800) 231-1626 during business hours or (800) 682-6075 after business hours and on weekends and holidays.

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® Card fraud in accordance with Current Visa® U.S.A., Inc. Operating Rules.

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. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

Integrated Document(s): Any separate sheet of paper labeled "Additional Disclosure – Federal Truth-in-Lending Act" which is delivered together with this Agreement is an integrated part of the Agreement.

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.

Statements and Notices: I will receive a statement each month showing transactions on my Account. Statements and notices will be mailed to me at the most recent address I have given the Credit Union. Notice sent to any one of us will be considered notice to all. I agree to promptly notify the Credit Union if I change my mailing address.

Electronic Fund Transfers: In the event a use of the Account, Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfers Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

Accuracy of Information: The information provided in my request for credit (Application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the Application. You may gather credit and/or employment information you deem necessary and appropriate from time to time and you may give information concerning your credit experience with me to others.

Transfer of Account: I cannot transfer or assign my Account to any other person or entity.

Copy Received: I acknowledge receipt of a copy of this Agreement and agree to its terms. I understand and agree that anyone who applies for, signs or uses the Classic Visa®, Student Visa® or Platinum Visa® Card Account agrees and accepts the terms and conditions of this Agreement.

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:

Los Angeles Firemen's Credit Union
P.O. Box 60890
Los Angeles, CA 90060

I may also contact you via secure email through FIRE OnLine Home Banking at www.lafirecu.org.

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.
- At least 3 business days before an automatic payment is scheduled, if I want to stop payment on the amount I think is wrong.

I must notify you of any potential errors in writing or electronically. 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:

- **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.
- **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 the 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.

To use this right, all of the following must be true:

1. The purchase must have been made in my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. 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.
3. I must not have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I must contact you in writing or electronically at:

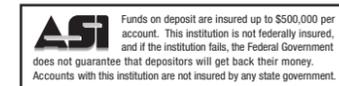
Los Angeles Firemen's Credit Union
P.O. Box 60890
Los Angeles, CA 90060

I may contact you via secure email through FIRE OnLine Home Banking at www.lafirecu.org.

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.



815 Colorado Blvd. • Los Angeles, CA 90041
800-231-1626 • www.lafirecu.org



VISA®

VISA® CARD
AGREEMENT &
TRUTH-IN-
LENDING
DISCLOSURE
STATEMENT



Rates shown effective as of 5/1/12

INTEREST RATES, INTEREST CHARGES AND FEES				Student Visa®	Visa® Classic	Platinum Visa®, CPF Visa®
Annual Percentage Rate (APR) for Purchases		11.99%	11.99%	8.99%-16.99% <small>When you open your account, based on your creditworthiness.</small>		
APR for Balance Transfers		11.99%	11.99%	8.99%-16.99%		
APR for Cash Balances		11.99%	11.99%	8.99%-16.99%		
Penalty APR		11.99%	11.99%	8.99%-16.99%		
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.					
Minimum Interest Charge/Minimum Charge	If you are charged interest, the charge will be no less than \$1.00.					
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at www.federalreserve.gov/creditcard					
FEES						
Annual Fee/Setup and Maintenance Fees		NONE	NONE	NONE		
Transaction Fees	Balance Fees Cash Advance	NONE NONE	NONE NONE	NONE NONE		
	Foreign Transaction	1% of each foreign transaction in U.S. dollars				
Penalty Fees	Late Payment Returned Payment	\$15.00 \$22.00	\$15.00 \$22.00	\$15.00 \$22.00		
Other Fees		NONE	NONE	NONE		

How we will calculate your balance: We use a method called “average daily balance (including new purchases).”

Introductory APR: An introductory APR is not available.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement. The information in this disclosure was accurate as of 5/1/12.

The information in this disclosure was accurate as of 5/1/12 and after that date is subject to change. Rates are based on the creditworthiness and underwriting guidelines. For current information, call LAFUCU at 800-231-1626; write to LAFUCU, P.O. Box 60890, Los Angeles, CA 90060; or visit our website at www.lafirecu.org.

In this Visa® Card Agreement and Truth-in-Lending Disclosure Statement (“Agreement”), the words I, me, mine and my mean each and all of those who sign an application with the Credit Union for a Visa® credit card, and/or the person or persons who use or authorize the use of a Los Angeles Firemen’s Credit Union Visa® credit card. The words, you, your and yours mean Los Angeles Firemen’s Credit Union. Card means the Los Angeles Firemen’s Credit Union Classic Visa®, Student Visa®, Platinum Visa®, or CPF Visa® credit card and any duplicates and renewals the Credit Union issues to me. Account means my Classic Visa®, Student Visa®, Platinum Visa®, or CPF Visa® credit card line of credit account with the Credit Union.

Upon your credit approval, you will establish an open-end credit line for me.

VISA® CARD

Using the Account: If my application for a Visa® Account is approved, I agree not to let my Account balance exceed my Credit Limit. Each payment I make on the Account will restore my credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances.

Using the Card: I may use my Card to purchase goods and services in person, and by mail, telephone or Internet* from merchants and others who accept Visa® credit cards. I may not use my card for any

illegal transaction. In addition, I may obtain cash advances from the Credit Union, from other financial institutions participating in the Visa® program and from automated teller machines (ATMs), such as Visa® Network, that provide access to the Visa® system. (Not all ATMs provide such access.) I will need to use my Personal Identification Number (PIN) to obtain a cash advance from an 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: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. 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.

**Verified by Visa® Requirement: To protect my Visa® Card against any unauthorized online purchases, I will be required to register my Card in the Verified by Visa® program in order to make an online purchase with*

any retailer that participates in the Verified by Visa® merchant program. If I do not register my Card in this program, I will not be able to make the online purchase with the participating Verified by Visa® merchant. There is no fee to register my Card and, for my protection, you encourage me to do so.

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 any of its terms and conditions, including financial terms such as the method of application and the amount of any INTEREST CHARGE, Transaction Fee, or other FINANCE CHARGE, ANNUAL PERCENTAGE RATE, monthly periodic rate and/or fee in accordance with applicable laws. If required by applicable law, you will mail 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 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, 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 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.

For my Classic Visa®, Student Visa®, and Platinum Visa®, or CPF Visa® Card Account the following Disclosures Apply:

Average Daily Balance (including current transactions): In order to avoid an INTEREST CHARGE on purchases made since my last statement date, I must generally pay in full the New Balance shown on my last statement within 25 days of the statement closing date (this 25 day period is known as my “grace period”). Otherwise, an INTEREST CHARGE on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to my Account. If I have a grace period to pay the New Balance for any billing cycle, and 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 below. 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.

Cash advances are always subject to an INTEREST CHARGE from the date of the cash advance, or the first day of the billing cycle in which a cash advance is posted, whichever is later.

Separate average daily balances are calculated for purchases and cash advances. The INTEREST CHARGE is calculated by multiplying the average daily balances by the applicable monthly periodic rate. To get the average daily balance for purchases, you take the beginning purchase balance of my Account each day, add any new purchases, and subtract any payments or credits. This gives you the daily balance for purchases. Then, you add up all the daily balances for purchases during the billing cycle and divide the total by the number of days in the billing cycle. This gives you the “average daily balance” for purchases.

To get the “average daily balance” for cash advances, you take the beginning cash advance balance of my Account each day, add any

new cash advances, and subtract any payments or credits. This gives you the daily balance for cash advances. Then, you add up all the daily balances for cash advances during the billing cycle and divide the total by the number of days in the billing cycle. This gives you the “average daily balance” for cash advances.

New purchases are not subject to INTEREST CHARGES if I paid the New Balance for purchases on my last statement by the end of the grace period or if I did not have a purchase balance on my last statement. Fees are not included in the calculation of the average daily balance. INTEREST CHARGES will continue to accrue on my Account until what I owe under this Agreement is paid in full.

This determines my total periodic INTEREST CHARGES for the billing cycle. Actual periodic INTEREST CHARGES will be shown on my periodic statement.

For my Classic Visa® or Student Visa® Account the following Non-Variable Rate Disclosures apply:

INTEREST CHARGE: The INTEREST CHARGE is calculated by multiplying the average daily balances by a Monthly Periodic Rate of **0.999%**, which is an ANNUAL PERCENTAGE RATE of **11.99%**.

For my Platinum Visa® or CPF Visa® Card Account the following Non-Variable Rate Disclosures apply:

INTEREST CHARGE: The INTEREST CHARGE is calculated by multiplying the average daily balances by a Monthly Periodic Rate of _____%, which is an ANNUAL PERCENTAGE RATE of _____%.

Other Charges: The following other charges will be added to my Account, as applicable:

LATE PAYMENT FEE*: Up to \$15.00
RETURNED PAYMENT FEE: Up to \$22.00

**If the minimum payment due is not received within 15 days after the due date.*

Credit Information: I authorize the Credit Union to investigate my credit standing when opening or reviewing my Account. From time to time you may request, and I agree to provide, current or additional information regarding my financial condition. I authorize the Credit Union to disclose information regarding my Account to credit bureaus and creditors who inquire about my credit standing. Pursuant to California state law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

Minimum Monthly Payment: Each month I must pay at least the minimum payment shown on my statement within 25 days of the statement closing date. I may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If I make extra payments or larger payments, I am still required to make at least the minimum payment each month my Account has a balance. The minimum payment required is the total New Balance as shown on my monthly billing statement if the amount is under \$25.00. If the New Balance exceeds \$25.00 the minimum periodic payment is 2.50% of that portion of the New Balance which does not exceed my credit limit, plus the entire portion of the New Balance in excess of my credit limit, plus any amount past due, or \$25.00, whichever is greater.

At any time my New Balance exceeds my Credit Limit, I must immediately pay the excess upon demand.

I understand and agree that any Minimum Monthly Payment made by me will be applied in the following order: (a) Unpaid fees and charges; (b) Unpaid periodic interest charges due on purchases, advances, and balance transfers; (c) Unpaid principal balances on purchases, advances, and balance transfers. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them. Any payment I make in excess of the Minimum Monthly Payment will be applied to my balances subject to the highest ANNUAL PERCENTAGE RATE first, then to balances subject to lower ANNUAL PERCENTAGE RATES, in descending order of ANNUAL PERCENTAGE RATES until all balances subject to an ANNUAL PERCENTAGE RATE are paid in full. Thereafter, you will apply all payments in excess of the Minimum Monthly Payment, if applicable, in the same order as you apply the Minimum Monthly Payment.

The “Payment Due Date” will be shown on my monthly billing statement.

Returned Payment Fee: If a payment that was applied to my Account is returned to you unpaid for any reason, I will be charged up to a \$22.00 fee.

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) 231-1626 or after hours or on weekends or holidays at (800) 682-6075. Telephoning is the best way of keeping my possible losses down. I understand that my total liability to you shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft, or other unauthorized use of the Account and/or Card that occurs prior to the time I give notice to you. Such liability does not apply when the Account and/or Card is used to make an electronic transfer. I agree to cooperate fully in any investigation the Credit Union may conduct in connection with the possible loss, theft, or unauthorized use of my Card.

Returns and Adjustments: Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to my Account. If my credits and payments exceed what I owe the Credit Union, the amount will be applied against future purchases and cash advances. If the amount is \$1.00 or more, it will be refunded upon my written request or automatically after six months

Foreign Transactions: Transactions initiated in foreign currencies will be billed to the Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa® operating regulations for international transactions. 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 may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a one percent (1%) International Service Assessment

(ISA) fee for the currency conversion. 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. The currency conversion fee will appear separately on the Account statement for each foreign transaction converted to U.S. dollars.

U.S. dollar transactions made in foreign countries will be billed to the Account in U.S. dollars. An ISA fee of one percent (1%) will be billed to the Account for transactions conducted in U.S. dollars in a foreign country. The ISA fee will appear separately on the Account statement for each foreign transaction conducted in U.S. dollars.

Credit Vouchers (also known as returns) and Cash Reversals will not be billed either a currency conversion fee or an ISA fee, nor will transactions conducted on a U.S. military base, in a U.S. Territory, or within a U.S. Embassy or consulate.

Transaction Slips: My periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit 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: The Credit Union is not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant or service provider, and (a) my purchase was made in response to an advertisement the Credit Union sent, provided, or participated in sending to me; or (b) my purchase cost more than \$50 and was made in my state or within 100 miles of my home. Any other dispute, I must resolve directly with the plan merchant.

Effect of Agreement: This agreement is the contract which applies to all transactions on my Account even though the sales, cash advances, credit or other slips I sign or receive may contain different terms.

Overdraft Protection: You may, but shall not be required to, transfer funds in such increments as you may determine from time to time to clear any overdraft on my Share Draft Account by an advance on my Visa® depending on the overdraft sequence I selected for my overdraft protection. Whether or not such a transfer occurs will be controlled by your Visa® Card and Truth-In-Savings Disclosure Agreements. In any event, I hold you harmless from any and all liability which might otherwise arise if the transfer does not occur. My overdraft protection automatically ceases if the Agreement is ever cancelled or terminated or my Account is in default.

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