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CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

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 PLATINUM, VISA PLATINUM FIRST TIME AND VISA PLATINUM SECURED CREDIT CARDS. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean FIRST CITY CREDIT Union. The words "You" and "Your" mean each person who accepts this Agreement or uses the VISA Platinum, VISA Platinum First Time or VISA Platinum Secured Credit Cards. "Account" means the VISA Platinum, VISA Platinum First Time or VISA Platinum Secured Credit Card Account established for You. The words "Credit Card" or "Card" mean any VISA Platinum, VISA Platinum First Time or VISA Platinum Secured Credit Cards issued to You by Us and any duplicates and renewals. "Convenience Checks" mean the special Account access devices that We may 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:

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, 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.

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 that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

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.

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. If You are issued a cash advance draft, it will be imprinted with Your Card and You will receive a copy of the draft. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

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.

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, Your Credit Limit will generally be self-replenishing as You make payments on Your Account. You will keep Your un-paid balance within Your Credit Limit, 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.

ACCOUNT RESTRICTIONS. In order to receive and maintain a VISA Platinum Secured Credit Card, You agree to give Us a specific pledge of shares which will equal 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 VISA Platinum Secured Account. You may cancel Your VISA Platinum Secured Account at any time by paying any amounts owed on Your Account and returning any access devices. To be certain that Your entire balance and all advances on Your Account are paid, any shares pledged may not be available to You for 30 days after You have cancelled Your VISA Platinum Secured Account and any outstanding balance is paid in full.

FINANCE CHARGES. In the case of any transactions on Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (new and previous). Separate average daily balances are calculated for purchases and cash advances. To get each average daily balance, each daily balance for each day of the billing cycle for purchases and for cash advances are added and the totals are divided by the number of days in the billing cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments, credits and Annual Membership Fees are subtracted. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days from Your statement closing date. 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 are always subject to a Finance Charge from the date they are posted to Your Account and until such advances are paid in full.

VARIABLE RATE. Advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal on the day immediately preceding each change date ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of each billing cycle of each year. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be greater than 18.00% and will apply to Your remaining principal balance.

For the current Margin, Index, daily periodic rate (and the corresponding Annual Percentage Rate) for Your Account, refer to the separate page titled "Additional Disclosure — Federal Truth-In-Lending Act" which has been provided in conjunction with Your Credit Card.

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 Annual Membership Fees owing; (b) Late Charges due; any Finance Charges due; (c) the balance for purchases; and then to (d) the balance for cash advances.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to the principal. You understand that any payment that delays the repayment of Your unpaid balance will increase Your Finance Charge and any payment that accelerates the reduction of Your unpaid balance will decrease Your Finance Charges.

Minimum Monthly Payments for VISA Platinum, VISA Platinum First Time and VISA Platinum Secured will be an amount equal to 3.00% of Your unpaid VISA Platinum, VISA Platinum First Time and VISA Platinum Secured balance, subject to the lesser of \$15 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.

CONSENSUAL LIEN. As permitted by law, You grant and consent to a lien on Your shares or other 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.

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.

OVERDRAFT PROTECTION. We may transfer funds in the amount necessary (or in such increments as We may from time to time determine) to Your Share Draft Account by an advance on Your VISA Platinum, VISA Platinum First Time or VISA Platinum Secured Credit Card, subject to this provision, to clear any Overdraft on Your Share Draft Account. Whether or not such transfers occur 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. Overdraft Protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

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.

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or 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.

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.

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.

LATE CHARGE. If Your payment is more than 10 days late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$10.

OTHER FEES AND CHARGES. You agree to pay Us the following fees and charges associated with the use of Your Card: (a) a returned check (or other negotiable instrument used for payment on Your Account) charge of the lesser of \$25 or the required minimum payment amount for the returned payment for any item that is returned unpaid; (b) \$5 for any replacement Card; (c) \$15 per copy for sales drafts that You request that are unrelated to a valid billing error dispute; (d) a \$65 Card Recovery Fee if You continue using Your Card after Your Account has been closed or suspended; and (e) \$31 for each Convenience Check stop payment request that You make.

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.

COLLECTION COSTS. To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

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.

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.

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

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.

REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

LOST OR STOLEN CARDS AND/OR CONVENIENCE CHECKS. To report a lost or stolen Card, or Convenience Check, You will immediately call (800) 944-2200, Option Five (5), during regular business hours and (800) 682-6075 after hours, on weekends or holidays. You may also write to Us at the address shown in 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. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

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.

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

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.

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.

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.

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.

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.



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PRICING INFORMATION ADDENDUM – CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR ADDENDUM THAT CONTAINS PRICING INFORMATION FOR YOUR VISA PLATINUM, VISA PLATINUM FIRST TIME AND VISA PLATINUM SECURED CREDIT CARD AGREEMENT AND DISCLOSURE. PLEASE BE SURE TO READ THIS ADDENDUM CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Purchases, Balance Transfers and Cash Advances	VISA Platinum: 9.25% – 18.00% based on Your creditworthiness when You open Your Account. VISA Platinum First Time: 9.25% – 18.00% based on Your creditworthiness when You open Your Account. VISA Platinum Secured: 7.25% These APRs will vary with the market based on the Prime Rate.
Paying Interest	We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days from Your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.

Fees	
Transaction Fees	
<ul style="list-style-type: none"> • Foreign Transaction 	1.00% of each foreign currency transaction in U.S. dollars. 0.80% of each foreign U.S. Dollar transaction that occurs in foreign country.
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$10.00 after 10 days Up to \$25.00

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

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

FINANCE CHARGES. In the case of any transactions on Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (new and previous). Separate average daily balances are calculated for purchases and cash advances. To get each average daily balance, each daily balance for each day of the billing cycle for purchases and for cash advances are added and the totals are divided by the number of days in the billing cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments, credits and Annual Membership Fees are subtracted. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days from Your statement closing date. 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 are always subject to a Finance Charge from the date they are posted to Your Account and until such advances are paid in full.

The Daily Periodic Rate that will apply to Your unpaid VISA Platinum and VISA Platinum First Time Account will be .025342% - .049315% (corresponding **ANNUAL PERCENTAGE RATE** of 9.25% - 18.00%), based on Your creditworthiness at the time You establish Your Account.

The Daily Periodic Rate that will apply to Your unpaid VISA Platinum Secured Account is .019863% (corresponding **ANNUAL PERCENTAGE RATE** of 7.25%).

VARIABLE RATE. Advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal on the day immediately preceding each change date ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of each billing cycle of each year. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be greater than 18.00% and will apply to Your remaining principal balance.

The Margin that will apply to Your VISA Platinum and VISA Platinum First Time Account is 6.00% - 14.75%, based on Your creditworthiness at the time You establish Your Account.

The Margin that will apply to Your VISA Platinum Secured Account is 4.00%.