

IMPORTANT: This Agreement contains full and complete disclosure of all rates and charges applicable to First U.S. Community Credit Union's Platinum Visa and Platinum Preferred Visa and the terms of the Agreement for use of the Platinum and Platinum Preferred Visa cards.

Visa Credit Cards: Interest Rate and Interest Charges

Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	0.00% introductory APR in effect for 6 months (new card accounts only). After that, your APR will be 9.90% to 13.40% based on your credit worthiness. The APR that applies after the introductory period will not increase. Your APR may be eligible for a 0.50% discount contingent upon your enrollment in automatic payments.
Penalty APR and When it Applies	None for new credit card accounts. None for existing credit card accounts, unless penalty APR was in effect <u>prior to January 1, 2009</u> after payment was received late twice during a 6-month period. In this case, the penalty APR is 17.95%. How Long Will the Penalty APR Apply? If the penalty APR was applied to your account prior to January 1, 2009, it may remain at this level indefinitely.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on your account if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
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 Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore

Visa Credit Cards: Fees

Annual Fee	None
Transaction Fees	None
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either 2% of each cash advance or a \$ 2.00 minimum, \$ 50.00 maximum Up to 1% of each transaction in U.S. dollars
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	\$ 10.00 (after 10 days late) \$ 28.00
Other Fees (not applicable for MLA covered borrowers)	
<ul style="list-style-type: none"> • Card Replacement • Sales Draft Copies 	\$ 10.00 Rush replacement: \$ 37.00 Original copy: \$ 6.00 Photocopy: \$ 5.00

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

Loss of Introductory APR: Not applicable.

Billing Rights: Please refer to the Agreement below for details.

Please contact us for any changes to this information at (916) 576-5700 or (800) 556-6768 or by writing to 580 University Avenue, Sacramento, CA 95825. Information is accurate as of **January 7, 2020**.

MILITARY LENDING ACT DISCLOSURES

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For Visa credit card accounts, your payment is 2% of the outstanding balance or \$10, whichever is greater, or the total new balance if it is less than \$10 plus any portion of the minimum payment(s) remaining unpaid from previous statements.

Listen to these disclosures and a description of your payment obligations by calling toll-free 1-800-556-6768 option 9.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VISA CREDIT CARD ACCOUNTS

Hereafter, the words "I" and "my" mean: (a) the person(s) who is issued, uses or authorizes the use of, or (b) who signs an application for, a First U.S. Community Credit Union Visa Credit Card. "Card" means the First U.S. Community Credit Union Visa credit card and any duplicates and renewals the Credit Union issues to me. "Account" means your Visa credit card line of credit account with the Credit Union. "You", "your" or "Credit Union" means First U.S. Community Credit Union.

- RESPONSIBILITY:** I agree to repay all charges (purchases, cash advances, and other fees and charges) and **INTEREST CHARGES** arising from the use of my card. I am responsible for all charges incurred by myself and any other party or parties to whom I give the card or authorize to use the account, and this responsibility continues until the card is recovered or I notify you that further activity on my account is unauthorized. Upon request, I will return all cards to you. My obligation to pay the account balance and all interest charges and other fees and charges continues even though an agreement, divorce, decree or other court judgment to which you are not a party may direct some other party to pay the account. Any person using the card or account is jointly and severally responsible with me for charges he or she makes, but if that person signs the application or card, he or she becomes a party to this Agreement and is also responsible for all charges on the account, including mine. My use of the card(s) or account confirms my acceptance of the terms contained in this Agreement.
- INTEREST CHARGES, CREDIT CARD PURCHASES AND CASH ADVANCES:** My Visa Account will be subject to an **INTEREST CHARGE** (interest) at an ANNUAL PERCENTAGE RATE and a corresponding monthly Periodic Rate, which will be determined by my credit rating. The ANNUAL PERCENTAGE RATE and corresponding monthly Periodic Rate will apply to both purchases and cash advances. The ANNUAL PERCENTAGE RATES range from 9.90% to 13.40% (with corresponding monthly Periodic Rates ranging from 0.825% to 1.117%). The disclosure provided to me at time of approval will contain my ANNUAL PERCENTAGE RATE. If I do not agree with the terms and conditions of this Agreement, I will destroy the card at once by cutting it in half and mailing it back to the Credit Union with instructions to close the account.
For Credit Purchases – An **INTEREST CHARGE** will be imposed on Credit Purchases only if I elect not to pay the entire New Balance shown on my monthly statement for the previous billing cycle within twenty-five (25) days from the closing date of that statement. If I elect not to pay the entire New Balance shown on my previous monthly statement within that twenty-five (25) day period, an **INTEREST CHARGE** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on the new Credit Purchases from the date of posting to my account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than twenty-five (25) days from the closing date.
For Cash Advances and Balance Transfers – An **INTEREST CHARGE** will be imposed on cash advances and balance transfers from the date made or from the first day of the billing cycle in which the cash advance or balance transfer is posted to my account, whichever is later, and will continue to accrue until the date of payment. There is no grace period for cash advances or balance transfers.
You figure the **INTEREST CHARGE** on my account by applying the periodic rate to the "average daily balance" of my account. To get the "average daily balance", you take the beginning balance of my account each day, add any new purchases, cash advances, balance transfers and fees, and subtract any unpaid other interest charges and any payments or credits. This gives you the daily balance. Then, you add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance".
- DISCOUNT FOR AUTOMATIC PAYMENTS:** My ANNUAL PERCENTAGE RATE may include a 0.50% discount based upon my enrollment in automatic payments. I understand that if automatic payments are discontinued by me or the Credit Union at any time, for any reason, this discount will be removed and my ANNUAL PERCENTAGE RATE will return to the undiscounted rate disclosed to me.
- VISA FEES AND CHARGES:** All fees and charges are disclosed above. All fees and charges are subject to change at any time; however, I will be given notice of any changes prior to the effective date of such change.
- CREDIT LIMIT:** I will be notified by you of my credit limit upon credit approval. This credit limit is self-replenishing; each payment I make on the account will restore my credit limit by the amount of the payment that is applied to the principal amount of purchases and cash advances. I agree not to exceed my specified credit limit at any time. I may request an increase in my credit limit at any time in writing. You have the right to reduce or terminate my credit limit at any time. If you, for any good reason, decide to terminate my credit card privileges, I understand that I remain liable to pay all amounts owed at that time and I agree to return all cards that have been issued to me or to any party designated by me.
- USING THE CARD:** I may use any of three methods to make a purchase or cash advance from merchants and others who accept Visa credit cards: a) I may present the Card to a participating merchant, to you or to another financial institution; or b) I may complete a transaction by using my Personal Identification Number (PIN) in conjunction with my card at an Automated Teller Machine (ATM) or other type of electronic terminal, such as on the Visa or the PLUS ATM Network, that provides access to the Visa[®] credit card system, limited to \$500.00 per day (not all merchants or ATMs provide such access); or c) I may give my card number verbally, in writing, or electronically to a merchant

to complete a mail, telephone, or electronic transaction. My periodic statement will identify the merchant, electronic terminal or financial institution, at which the transactions were made, but sales, cash advance, credit or other slips or authorizations will not be returned with the statement.

7. **ILLEGAL USE OF VISA CREDIT CARD:** I agree that my Visa Credit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. I agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by me or any authorized user(s). I agree that I am responsible for repayment of any and all debts incurred for these transactions. I further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
8. **MONTHLY PAYMENT:** Each month, I will receive a statement showing my previous balance or purchases and cash advances, the current transactions on my account, the unused portion of my credit limit available to me, the **INTEREST CHARGE** due, the total new balance and the minimum payment required. I agree to pay at least the minimum payment due upon receipt of the statement. I may pay more frequently, pay more than the minimum payment or pay the entire balance due without penalty. The minimum payment will be 2% of my total new balance or \$10.00, whichever is greater, or my total new balance if it is less than \$10.00, plus any portion of the minimum payment(s) remaining unpaid from previous statements. If my total new balance exceeds my credit limit at any time, I must immediately pay the excess amount in addition to the regularly scheduled payment.
9. **APPLICATION OF PAYMENTS:** Payments will be applied first to late charges and other applicable fees, then the **INTEREST CHARGE** due on purchases and cash advances, then to the outstanding principal balances of cash advances and purchases. You may accept late payments or partial payments or checks, drafts, or money orders marked "payment in full" without losing any of your rights under this Agreement. We reserve the right to charge a late payment fee to your Account each billing period that the minimum monthly payment is not received within ten (10) days after the due date. Payments are subject to posting delays of up to five (5) days if received at any address other than the address designated on the monthly statement for mailing payments. If my payment due date is a day on which the Credit Union does not receive or accept payments by mail (a weekend or holiday), my payment will be considered received on time if it is delivered on the following business day. (For example, if the due date is a Sunday the 25th, my payment will be on time if it is delivered by Monday the 26th before close of business.) Electronic, telephone or payments made in person in the branch will be credited the same day.
10. **AUTOMATIC PAYMENT OPTION:** If I have requested your automatic payment option, minimum payments due will be automatically deducted from my designated account on my payment due date. If my designated account does not contain sufficient funds on my payment date, an automatic payment deduction of the available funds will be made towards the minimum payment. In the event I have authorized automated payment and obtained a reduction in my monthly periodic rate and corresponding **ANNUAL PERCENTAGE RATE** and I terminate the automated payment or if I have insufficient funds to make a payment when due, you will adjust the monthly periodic rate and corresponding **ANNUAL PERCENTAGE RATE** to reflect the deletion of the automatic payment discount.
11. **CHANGE IN TERMS:** You may change any of the terms and conditions of the Agreement, including your **ANNUAL PERCENTAGE RATE**, from time to time for any reason not inconsistent with applicable law, after giving me any advance notice required by law. My failure to exercise any right I may have to reject the change in terms in a timely manner will indicate my agreement to the change. Except as restricted or prohibited by law, any change in terms will apply to my existing account balance as well as to future transactions. Either the Credit Union or I may terminate this Agreement at any time, but termination by me or the Credit Union will not affect my obligation to pay the account balance plus any finance and other charges I owe you under this Agreement. The cards 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.
12. **CREDITS:** If merchants who honor my card give me credit for returns or adjustments, they will do so by issuing a credit slip or authorization, which will be posted to my account. If my credits and payments exceed what I owe, you will hold and apply this credit balance against future purchases and cash advances, or refund it if it is for \$1.00 or more at my written request or automatically after six months.
13. **FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be billed to me in U.S. dollars. I may incur a foreign transaction fee when my credit card transaction requires a currency conversion – in person, over the phone or online from anywhere – or is processed in a country other than the United States, even if the currency used is in U.S. dollars. If a transaction is in a foreign currency, Visa will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate in dollars will be a rate selected by Visa from a range of rates available in the wholesale currency markets for the applicable Central Processing Date (which may be different from the rate the card association receives) or the government-mandated rate in effect for the Central Processing Date. The exchange rate used may differ from the rate on the date of your transaction. Generally, the fee is 1% of the transaction amount. For example: I make a foreign purchase worth \$100.00 (USD). I will pay an additional \$1.00 (USD) foreign transaction fee. This exchange rate disclosure applies to Visa Credit Cards. (Visa Debit Cards are excluded.)
14. **MERCHANT DISPUTES:** You are not responsible for the refusal of any merchant or financial institution to honor my card. The Credit Union is not responsible for problems with goods or services purchased with the card, subject to the limitations disclosed below under "My Rights If I Am Dissatisfied With My Credit Card Purchases". 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 merchant or service provider, and (a) my purchase was made in response to an advertisement the Credit Union sent or participated in sending to me; or (b) my purchase cost more than \$50.00 and was made in my state or within one hundred (100) miles of my home.
15. **DEFAULT:** I will be in default if I fail to make any minimum payment or other required payment on the Payment Due Date shown on my monthly statement. I will be in default if I break any promise I make under this Agreement. I will be in default if something happens that the Credit Union believes may substantially reduce my ability to repay you what I owe. I will be in default in the event of bankruptcy or insolvency proceedings involving me, my death, my failure to abide by this Agreement, if I exceed my stated credit limit and fail to pay the excess with the next payment, or if I am in default under any other agreement I have with you. You would, at that time, have the right to demand immediate payment of my entire account balance, subject to your providing me with any legally required notice. At the Credit Union's discretion, any shares that were given as security may be applied towards what I owe. If immediate payment is demanded, I will continue to pay **INTEREST CHARGES**, at the periodic rate charged before default, until what I owe has been paid. To the extent permitted by law, I will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

16. **SECURITY INTEREST:** If I give the Credit Union a specific pledge of shares by signing a separate pledge of shares for this account, my account will be secured by my pledged shares. I understand that secured credit cards require security equal to no less than 120% of my credit limit.
17. **OWNERSHIP OF CARD:** Any card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation (which can be done without notice) or withdrawal of my credit privileges. My cards may be retained or retrieved and/or destroyed by a merchant or electronic terminal upon use of the card after you have terminated my account.
18. **EFFECT OF AGREEMENT:** This Agreement applies to all transactions on my credit card account even though the sales, cash advance or credit or other slips or authorizations I sign contain different terms. You may modify this Agreement from time to time with written advance notice, and my continued use of the card after you have modified this Agreement constitutes my agreement to be bound by the changed terms.
19. **CANCELLATION:** I can cancel my account at any time by returning to you my card along with a letter requesting that you cancel my account. You may cancel this Agreement at any time. However, my obligations under this agreement and any charges made prior to cancellation will continue to apply until I have paid you all the money I owe you on the account.
20. **LIABILITY FOR UNAUTHORIZED USE; LOST OR STOLEN CARD NOTIFICATION:** I will notify the Credit Union AT ONCE if I believe that my Visa card has been lost or stolen, or if there is a possible unauthorized use of my card. I will write to you immediately at: First U.S. Community Credit Union, 580 University Avenue, Sacramento, CA 95825, or call you, 24 hours a day, at 916-576-5700 or 1-800-556-6768, option 4. Telephoning is the best way of keeping my possible losses down. 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 \$50.00.
21. **LIMITATIONS TO LIABILITY FOR VISA TRANSACTIONS:** If there is an unauthorized use of my Visa Credit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then my liability will be zero (\$0.00). This provision limiting my liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, my liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if you reasonably determine, based on substantial evidence, that I was negligent or fraudulent in the handling of my account or card.
22. **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 or, at my option, made available electronically using the most recent email address I have given the Credit Union. Notice sent to any one account owner will be considered notice to all.
23. **CHANGE OF ADDRESS:** I will advise you promptly if I change my mailing address and, if I have elected to receive electronic statements, my email address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.
24. **COMMUNICATION:** I will advise you promptly if I change my phone number.

I hereby give you my express consent to call me regarding this or any relationship I have with the Credit Union at any phone number you obtain from me or from any other source, including cell phones, using any source including but not limited to auto dialers.

25. **OVERDRAFT PROTECTION:** This Visa credit card account may be designated as an overdraft source for First U.S. Community Credit Union checking accounts.
26. **CREDIT INFORMATION:** I authorize the Credit Union to investigate my credit standing when opening or reviewing my account. I authorize the Credit Union to disclose information regarding my account to credit bureaus and creditors who inquire about my credit standing. Pursuant to state law, I hereby am notified and understand 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.
27. **NO WAIVER:** The Credit Union can delay enforcing any of its rights any number of times without losing them.
28. **TRANSFER OF ACCOUNT:** I cannot transfer or assign my account to any other person.
29. **GOVERNING LAW:** This Agreement and my account shall be governed by California law and the laws of the United States.

MY BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells 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:

First U.S. Community Credit Union
580 University Avenue
Sacramento, CA 95825

In my letter, I will 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 will 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 automated 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*. 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 incorrect.

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.
- I 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 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 yet 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* at:

First U.S. Community Credit Union
580 University Avenue
Sacramento, CA 95825

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.