

San Francisco Federal Credit Union

VISA® CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Effective: February 1, 2015

DISCLOSURE STATEMENT
IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR RECORDS

To report a lost or stolen VISA Card during business hours, call the Credit Union directly at 415.775.5377 or 800.852.7598

During non-business hours, call 800.682.6075



770 Golden Gate Ave, San Francisco, CA 94102



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 San Francisco Federal Credit Union VISA® Platinum Credit Card and/or VISA Platinum Credit Card Account and/or VISA® Classic Credit Card and/or VISA Classic Credit Card Account. "Credit Union," "you," "your," and "yours" mean San Francisco Federal Credit Union. "Card" means the VISA Platinum Credit Card and/or the VISA Classic Credit Card issued to me and any duplicates and/or renewals you may issue. "Account" means my VISA Platinum Credit Card Account and/or my VISA Classic 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, and you confirm that this Account will only be used for personal, family, or household purposes and not for business or commercial purposes.

AUTHORIZATION AND PAYMENT: 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; (2) mail order or telephone, computer, or other electronic Purchases, Balance Transfers, or Cash Advances made without presenting the Card; or (3) any other circumstance where I authorize a charge or advance, or authorize someone else to make a charge or advance, to my Account (collectively, "authorized charges"). I promise to pay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement (collectively, the "Account Balance"). Payments will continue until I have paid the Account Balance in full.

FINANCE CHARGES: The FINANCE CHARGE for a billing cycle will be the sum of three (3) components:

- Cash Advance Fee: The first (1st) component of the FINANCE CHARGE is the Cash Advance Fee.
 Cash Advance transactions are subject to a Cash Advance Fee FINANCE CHARGE as set forth on the
 enclosed Account Opening Table for the amount of the Advance that is posted to the Account during
 the billing cycle.
- 2. Balance Transfer Fee: The second (2nd) component of the FINANCE CHARGE is the Balance Transfer Fee. Balance Transfer transactions are subject to a Balance Transfer Fee <u>FINANCE CHARGE</u> as set forth on the enclosed Account Opening Table for the amount of the balance transferred.
- 3. Monthly Periodic FINANCE CHARGE, Monthly Periodic Rate, and ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances: The third (3rd) component of the FINANCE CHARGE is the Monthly Periodic FINANCE CHARGE for Purchases, Balance Transfers, and Cash Advances. The Monthly Periodic Rate used in calculating the Monthly Periodic FINANCE CHARGE for Purchases, Balance Transfers, and Cash Advances is based upon the Commercial Prime Rate as published in the Western Edition of The Wall Street Journal (the "Index"). My standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances is determined by adding the "Margin" for Purchases, Balance Transfers, and Cash Advances set forth on the enclosed Account Opening Table to the Index in effect on the last publication date of the calendar month that ends within that billing cycle. The initial Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table (the corresponding initial ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table). If my ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances is "discounted," it will not be based upon the Index and Margin used to make later adjustments. Instead, my discounted ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will be disclosed to me along with the corresponding Monthly Periodic Rate, the time for which the discounted rate will be in effect, and the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances that will apply after the discount period expires determined in accordance with the formula set forth below. If the discount is an introductory rate discount, you will also disclose to me the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances that would have otherwise applied to this Account determined in accordance with the formula set forth below. After the discount period ends, my standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will be determined by adding the Margin set forth in the enclosed Account Opening Table to the Index in effect as of each Adjustment Date.

Except during any discount period, my standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances 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 in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will be related to a comparable Index as permitted under the Change in Terms paragraph below. You may waive an increase in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances 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 for Purchases, Balance Transfers, and Cash Advances at a future date when entitled to do so.

Except during any discount period, my standard variable ANNUAL PERCENTAGE RATE for Purchases,

Balance Transfers, and Cash Advances is subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last Index publication date in January shall be used to calculate the change in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last Index publication date of December shall be used to calculate the change in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances effective on the billing closing date in January of the following year.

Except during any discount period, the maximum standard variable **ANNUAL PERCENTAGE RATE** for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement is 18.00%. There is no minimum standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances. Except as set forth in applicable law, there are no annual or other limitations on changes in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement. Decreases in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances in accordance with the terms of this Agreement are mandatory. Increases in the standard variable ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances will result in changes in the amount of the payments required to repay the Account Balance.

The Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances is determined by dividing the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances by 12 and will change when the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances changes.

HOW TO COMPUTE THE PURCHASE, BALANCE TRANSFER, AND CASH ADVANCE BALANCE UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED: Average Daily Balance Method (including current transactions). You will figure the interest charge for Purchases, Balance Transfers, and Cash Advances on my Account by applying the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances to the Average Daily Balance of Purchases, Balance Transfers, and Cash Advances, and then dividing by 12. To get the "Average Daily Balance of Purchases, Balance Transfers, and Cash Advances balance of my Account each day, add any new Purchases, Balance Transfers, and Cash Advances and subtract any unpaid interest or other FINANCE CHARGES and any payments or credits. This gives you the Daily Balance of Purchases, Balance Transfers, and Cash Advances of Purchases, Balance Transfers, and Cash Advances of Purchases, Balance Transfers, and Cash Advances. Then, you will add up all the Daily Balances of Purchases, Balance Transfers, and Cash Advances 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 Purchases, Balance Transfers, and Cash Advances."

I have a 25-day grace period from the close of the statement period to pay the Statement Balance in order to avoid incurring additional FINANCE CHARGES on the New Balance of Purchases. FINANCE CHARGES on Balance Transfers and Cash Advances begin to accrue on the date the Balance Transfer or Cash Advances is posted to the Account. This means that there is no grace period for Balance Transfers or Cash Advances.

MINIMUM PAYMENT: Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or 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) 3.00% of my New Balance or \$20.00, whichever is greater; or (b) my New Balance, if it is less than \$20.00. In addition, I must pay any amount on my periodic statement listed as over limit or past due, and any late charge.

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 FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (c) outstanding principal balances of Purchases, Balance Transfers, and Cash Advances previously billed; and (d) current Purchases, Balance Transfers, and Cash Advances. However, any portion of my payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest ANNUAL PERCENTAGE RATE and any remaining portion will be applied to the other balances in descending order based upon the applicable ANNUAL PERCENTAGE RATE. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them.

LATE CHARGE: You will charge a Late Charge as set forth on our Schedule of Fees and Charges with respect to any monthly billing cycle as a late payment charge on the Minimum Payment Due that is not paid within 10 days after the Payment Due Date.

DISHONORED PAYMENT INSTRUMENT FEE: You will charge a Dishonored Payment Instrument Fee as set forth on our Schedule of Fees and Charges as "Returned Loan Payment" with respect to any payment item you receive that cannot be paid and/or must be returned for insufficient funds.

CARD REPLACEMENT FEE: You will charge a Card Replacement Fee as set forth on our Schedule of Fees and Charges if you issue a replacement for a previously-issued card at my request.

ADDITIONAL CARD FEE: There is no charge if I request that you issue a card (other than a replacement card) to my authorized user(s).

RESEARCH FEE: You will charge a Research Fee as set forth on our Schedule of Fees and Charges as "Account Research" to conduct research on my account, except in the event of a billing error dispute in which case the Research Fee will not be charged.

BILLING STATEMENT COPY: You will charge a Billing Statement Copy Fee as set forth on our Schedule of Fees and Charges as "Duplicate Statement for non-current month" in the event I request a copy of any Billing Statement, except in the event of a billing error dispute in which case the Billing Statement Copy Fee will not be charged.

VISA CHECK COPY FEE: I may request up to two (2) free VISA Check copies per month; you will charge a VISA Check Copy Fee as set forth on our Schedule of Fees and Charges as "Paper Copies of Paid Checks" per copy thereafter.

PURCHASES AND ADVANCES: I may make Purchases and request Balance Transfers and Cash Advances in accordance with your then-current loan policies. My Purchases, Balance Transfers, and Cash Advances may not exceed my Credit Limit. I understand and agree that all Purchases, Balance Transfers, and Cash Advances, 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 a Cash 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 or 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 or other type of electronic terminal that provides access to the VISA system.

ExpressLine or Online Banking Advances. I may request Cash Advances on this Account by using your ExpressLine audio response system or Online Banking PC home banking system in the form of either (a) a deposit to a Credit Union share or share draft account of mine that I designate, or (b) a check made payable to me and mailed to me at my address in your records. Use of ExpressLine or Online Banking is also subject to the Electronic Funds Transfer Agreement and Disclosure included in my Credit Union Member Account Handbook.

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.

INTERNATIONAL TRANSACTIONS: FOR VISA PLATINUM CARDS ONLY: For international multi-currency transactions: (1) the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be either (a) a rate selected by VISA from the range of rates available in the 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 and (2) VISA will add a 1% International Service Assessment (ISA) to the transaction amount (also commonly referred to as a Foreign Transaction Fee), but the Credit Union will pay this fee for me. For international single currency transactions processed in U.S. Dollars, VISA will add a 0.80% ISA fee to the transaction amount (also commonly referred to as a Foreign Transaction Fee), but the credit union will pay this fee for me.

INTERNATIONAL TRANSACTIONS: FOR VISA CLASSIC CARDS ONLY: For international multi-currency transactions: (1) the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be either (a) a rate selected by VISA from the range of rates available in the 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 and (2) VISA will add a 1% International Service Assessment (ISA) to the transaction amount (also commonly referred to as a Foreign Transaction Fee), and the Credit Union will pass this fee on to me. For international single currency transactions processed in U.S. Dollars, VISA will add a 0.80% ISA fee to the transaction amount (also commonly referred to as a Foreign Transaction Fee), and the credit union will pass this fee on to me.

ELECTRONIC FUND TRANSFER: In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer 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 loan will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my Account Balance will (a) increase or (b) decrease my Monthly Periodic FINANCE CHARGE.

PAYMENTS BY AUTOMATIC TRANSFER: If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account from which the scheduled payment was to be made. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account Balance is paid in full. You may cancel this service at your discretion.

OVERDRAFT PROTECTION: I may request a Cash Advance by writing a share draft or initiating any other type of payment (debit) transaction on my Credit Union share draft account when I do not have sufficient available funds to cover the share draft or other payment transaction. The overdraft, up to my unused Credit Limit, will be added to the credit card Account Balance under this Agreement as a Cash Advance if and when the Credit Union pays the share draft or other payment transaction. Overdraft Protection advances will be made in \$100 increments up to an amount sufficient to cover the overdraft. Overdraft protection advances from this Account will be available only if I have authorized such advances as an overdraft protection source in writing with you and I have sufficient available credit in this Account. You can refuse Overdraft Protection advances for the same reasons you may refuse to extend any other credit under this Agreement. No Overdraft Protection advance from this Account will be permitted if the share draft payment is being submitted to make a payment on a Credit Union loan or line of credit. Overdraft Protection advances will be treated as Cash Advances for purposes of interest calculation, and will be subject to the Cash Advance Fee specified in this Agreement as well as the share draft account Overdraft Protection Advance Fee specified in the Credit Union Schedule of Fees and Charges. The Cash Advance Fee will be added to the Account Balance for this Account.

BORROWER PROTECTION: MEMBER'S CHOICE® Borrower Security is available on this Account and may cover some or all payments in the event of my death, disability, or involuntary unemployment. MEMBER'S CHOICE® Borrower Security is not required to obtain credit and will be provided only if I sign a separate document authorizing it. Refer to the separate MEMBER'S CHOICE® Borrower Security document for fees, coverage, conditions, and limits. Depending on the event, the protection may be limited to temporary suspension of my duty to make minimum payments rather than reduce what I owe. In that case, my debt will actually increase during the payment suspension period as interest accumulates. Fees for MEMBER'S CHOICE® Borrower Security, if elected, are \$0.399 per month per \$100 of month-end principal balance, and will be added to the Account Balance and accrue interest at the current ANNUAL PERCENTAGE RATE until paid in full.

VISA®PLATINUM REWARDS PROGRAM: This section applies only to VISA Platinum Card Accounts. It does not apply to VISA Classic Card Accounts.

Rewards (also known as "rebates") are earned by making purchases with my San Francisco Federal Credit Union Visa® Platinum Rewards Credit Card. I can earn a reward of one percent (1%) on purchases at locations throughout the world that accept Visa®. I may earn up to \$500 per year.

All rewards earned will be reflected in my quarterly billing statement and will be automatically and annually redeemed every May 31st by applying the rewards as a deposit to my Regular Share Account. My rewards will not expire. Purchases returned for credit do not earn a reward, and my balance will be adjusted in the event that the purchase is returned or a credit adjustment is otherwise issued. My account must remain open and not be in default under this Agreement in order to earn and redeem rewards. Rewards are not earned on cash advances, balance transfers, fees, loan balances, or finance charges. All rewards that have been accumulated, but have not yet been paid, will expire upon termination of my San Francisco Federal Credit Union Visa® account, whether terminated by me or you.

The Credit Union reserves the rights to cancel, terminate, or otherwise change the terms of the San Francisco FCU Visa® Credit Card Rewards Program at any time. The Credit Union reserves the right to interpret and apply the policies and procedures relating to the Visa® Rewards Program. All such determinations by you shall be final and conclusive in each case. You may take appropriate administrative or legal action, including the cancellation of my account, in the event of any fraud or abuse in connection with the San Francisco FCU Visa® Rewards Program. You are not responsible for reward-related disputes between me, any joint account holders, and/or authorized users.

DEFAULT: I will be in default if: (1) I do not pay on time or in the proper amount(s); (2) I fail to abide by 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 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 Account Balance and 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 Daily Periodic Rate), late charges, and Collection-Related Charges under the terms disclosed in this Agreement, until I repay my entire Account Balance.

RESPONSIBILITY: I agree to repay you according to the terms of this Agreement for all Purchases, Balance Transfers, Cash Advances, FINANCE CHARGES, late charges, and other fees or 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. If this is a joint account, each person who uses the Account and/or Card is jointly and severally responsible with me for charges he or she makes, even if the Account and/or Card is used only by one of us. I am liable to pay the entire balance of the Account even if the joint accountholder is ordered by a court to pay you or if the joint accountholder fails to pay you as ordered by the court. I understand that my account status will continue to be reported to credit bureaus under each account holder's name. The delivery of notices or billing statements to any account holder constitutes notice to each account holder. You may rely on instructions given by any account holder. 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.

AUTHORIZED USERS: I may request additional Cards for authorized users. I must pay you for all Account Advances, fees, and charges made by or attributable to authorized users. I must pay you even if I did not intend to be responsible for those Account Advances, fees, or charges. I must notify you to withdraw any permission I gave to an authorized user to use my Account.

UNAUTHORIZED USE: If I notice the loss or theft of my Card, Account number, or PIN, or a possible unauthorized use of my Card, I should call you immediately at the number listed on my periodic statement. 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. My liability may be lower in cases of VISA Credit Card fraud in accordance with current VISA Operating Regulations and such liability may not apply when the Account and/or Card is used to make an electronic transfer.

TERMINATION: You may terminate this Agreement upon my default. Either you or I may terminate this Agreement for other good cause. I can close my Account at any time by notifying you to do so in writing. In no event shall any termination relieve me of my obligation to repay the Account Balance. I agree to return all the Cards and VISA checks issued to me or any party designated by me upon termination of my account or when you request me to do so.

PLEDGE OF SHARES: If I have signed a separate Pledge of Shares Agreement, I understand and agree that I am pledging, under the Uniform Commercial Code, shares now or in the future on deposit in my designated share account(s) equal to 120% of my Credit Limit. I understand that I must, at all times, keep a sum equal to 120% of my Credit Limit on deposit in my designated share account(s) until I repay my entire Account Balance and the Account is terminated. I understand and agree that this security interest will cover future Purchases, Balance Transfers, and Cash Advances under this Agreement. If I default, you may apply these shares to repay my loan in accordance with federal or other law. I understand that my ANNUAL PERCENTAGE RATE does not take into account the amount pledged in my designated share account(s).

LIEN ON SHARES: If I am in default, you may apply all shares (except IRA accounts and Health Savings Accounts) then on deposit with you to repay my Account Balance in accordance with the Federal Credit Union Act and your Bylaws.

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: 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 \$50.00 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant.

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 \$1.00 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.

PAYMENTS MARKED "PAYMENT 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.

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

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.

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.

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, Balance Transfers, and Cash 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 TERMS: This Agreement is the contract that applies to all transactions on the Account even though the sales, Cash Advance, credit, or other slips I sign or receive may contain different terms. I understand and agree that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions in accordance with applicable law. If any change in terms will adversely affect me, you will give me at least 45 days advance notice. If the change is to a term other than the interest rate, I can avoid the change by notifying you in writing to close my Account and pay-off the Account Balance under the old terms. If the change affects the interest rate, the change will apply only to transactions I initiated more than 14 days after the date you sent me the notice of change in terms, and the change will not take effect until 45 days after the notice is sent.

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 extend authorized by law. You can increase or decrease my credit limit, adjust my interest rate or variable rate formula, or terminate my account based on your review.

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.

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. I understand that it is a violation of Section 1014, Title 18, United States Code to make false statements or overvalue security for the purpose of inf1uencing the action of any federally-insured credit union. You may gather whatever 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.

ADDITIONAL TERMS APPLICABLE TO VISA CONVENIENCE CHECKS

CHECK USES: I can use the VISA Convenience Checks ("Checks" or "Check") to purchase goods and services. Use of the Checks is a Cash Advance on my Account and will be subject to the terms and conditions applicable to Cash Advances under this 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 which I owe you pursuant to this Agreement.

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 per returned Check, which will be billed to the Account if my Check cannot be paid.

STOP PAYMENT: Provided such notice is timely so that you shall have reasonable opportunity to act upon it under your rules, I may order 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 for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. I have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. You will charge a fee per Check when I place a stop payment on my Check(s), which will be billed to my 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.

COPY RECEIVED: I acknowledge receipt of a copy of this Agreement and agree to accept its terms.

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

MY BILLING RIGHTS Keep this Document 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, write to you at the address on my periodic statement.

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

- Account information: My name and account number.
- Dollar amount: The dollar amount of the suspected error.
- <u>Description of problem:</u> 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 <u>3 business days</u> 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 <u>30 days</u> of receiving my letter, you must tell me that you received my letter. You must also tell me if you have already corrected the error.
- 2. Within <u>90 days</u> 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 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 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:

 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 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, contact us <u>in writing</u> at the address on my periodic statement.

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.

ATM DISCLOSURE

I may use my card to obtain VISA Cash Advances at designated Automated Teller Machines (ATMs). The following lists the special provisions applicable to the use of the Card to obtain VISA Cash Advances It does not cover other use of ATMs. Refer to the Electronic Funds Transfer Agreement and Disclosure in the Credit Union Member Account Handbook for a complete disclosure of terms applicable to the use of ATMs.

A. AVAILABLE SERVICES

- 1. Obtain up to my available credit limit as a Cash Advance. Some ATMs may limit currency denominations and total cash available per day.
- 2. ATM service is generally available 24 hours a day, 7 days a week. Machines may occasionally be closed for service.

B. DOCUMENTATION OF TRANSACTIONS

The ATM will generate a transaction receipt showing my VISA Cash Advance, unless I am notified in advance that receipts are unavailable or I elect not to get a receipt. VISA Cash Advances obtained at ATMs will appear on my periodic statement.

C. CREDIT UNION LIABILITY

If you do not properly complete a transaction according to your Agreement with me, you will be liable for my direct losses or damages. However, there are some exceptions. You will not be liable if:

- 1. Through no fault of yours, I do not have available credit to make the transaction;
- The ATM system was not working properly and I knew about the breakdown when I started the transaction;
- You have terminated my Account or declined to make the Cash Advance consistent with applicable law and this Agreement;
- 4. The PIN for the Card has been reported missing and you have blocked its use;
- Circumstances beyond your control, such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent completion of the transaction despite our reasonable precautions; or
- 6. You establish other lawful exceptions and give me proper written notice of them. In no event will you be liable for consequential, indirect, or punitive costs or damages.

D. SECURITY

Do not use an ATM unless it appears safe to do so. Do not key in my PIN if someone is looking. Take my Card, cash, and receipt when I am done. Put my money away quickly and leave the site. The Credit Union does not guarantee the safety of ATM locations.

E. GENERAL TERMS

- 1. For branch hours and locations, please visit www.SanFranciscoFCU.com or call 415.775.5377.
- Transactions at ATMs may also be subject to other Credit Union agreements, such as my Member Account Handbook.