



San Francisco Federal Credit Union

**Visa® Credit Card Agreement
and Federal Truth-In-Lending
Disclosure Statement**

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 888-333-6813



**SAN FRANCISCO
FEDERAL CREDIT UNION**

770 Golden Gate Ave, San Francisco, CA 94102

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase. If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

YOUR AGREEMENT WITH US. In this Agreement and Disclosure Statement, the words “I,” “Me,” “My,” “Us,” “Mine”, “You” and “Your” 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 Secured Credit Card and/or VISA® Classic Secured Credit Card Account and/or San Francisco Federal Credit Union VISA® Golden Gate and/or VISA® Golden Gate Credit Card Account and/or Student VISA® Credit Card and/or Student VISA® Credit Card Account. “Credit Union,” “We”, and “Us” mean San Francisco Federal Credit Union. “Card” means the VISA Platinum Credit Card and/or the VISA Classic Credit Card and/or the VISA Golden Gate 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 and/or My VISA Golden Gate 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. I agree that all transactions for which this Card is Used shall be lawful.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS.

- CONTACTING US.** All correspondence to Us relating to this Agreement should be addressed to San Francisco Federal Credit Union, 770 Golden Gate Avenue, San Francisco, CA 94102. You may also call Us toll-free at (800) 852-7598, seven days a Week and Weekends 24 hours a day. You may also contact Us on the Web: SanFranciscoFCU.com or Contacts@SanFranciscoFCU.com.
- CARDHOLDER SIGNATURE.** Your card is not valid unless it is signed. Sign the back of Your card immediately upon its receipt.
- YOUR CREDIT LIMIT AND THE MAXIMUM AMOUNT YOU OWE.** The maximum amount You may owe Us at any time is the amount of Your assigned credit limit, any overlimit amount and any interest and fees that have accrued. Transactions You make may either cause Your account balance to exceed Your credit limit or increase an existing over limit amount. When this happens, it does not mean Your credit limit has been increased. If You exceed Your credit limit for any reason at any time, You remain responsible for payment of all charges, including any fees and any amount over the credit limit. You may apply for an increase to Your credit limit through our mobile app, online at SanFranciscoFCU.com, by telephone, or by mailing a completed credit card application form to Us. (Refer to the Contacting Us section of this Agreement.) A request for additional credit may involve a credit bureau inquiry to review Your consumer credit report. We reserve the right to determine Your credit and/or cash line and may increase, decrease, or restrict it at any time.
- PROMISE TO PAY.** You agree to pay Us the amount of all purchases and cash advances that You, Your joint cardholder, and Authorized User(s) make Using Your credit card or any other access device. You will be obligated to pay all such Purchases, Balance Transfers, and Cash Advances charged to Your Account whether resulting from: (1) actual Use of Your 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 You authorize a charge or advance, or authorize someone else to make a charge or advance, to Your Account (collectively, “authorized charges”). You promise to pay Us in U.S. Dollars with an instrument drawn on a financial institution in the United States at Our office or at the address set forth on Your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on Your Account, and any other charges and fees which You may owe Us under the terms of this Agreement (collectively, the “Account Balance”). Payments will continue until You have paid the Account Balance in full.
- LIEN ON SHARES.**

- I acknowledge and pledge, specifically as a condition of My Use of the credit card, that I have voluntarily granted San Francisco Federal Credit Union a security interest in all of My individual and joint share accounts at San Francisco Federal Credit Union. If I am in default, You may without further notice apply all shares (except IRA accounts and Health Savings Accounts) then on deposit with the San Francisco Federal Credit Union to repay My Account Balance in accordance with the Federal Credit Union Act and Your Bylaws.

- b. **Statutory Lien.** You acknowledge and pledge to San Francisco Federal Credit Union a statutory lien in Your shares and dividends on deposit in all joint and individual accounts and any monies held by San Francisco Federal Credit Union now and in the future, to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account.
- c. **Additional Security Interest.** You acknowledge and pledge to San Francisco Federal Credit Union a security interest in the collateral securing loan(s) that You have with San Francisco Federal Credit Union now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on Your primary residence.
- d. **Visa Classic Secured Card Only.**

For California Borrowers, Visa Classic Secured Credit Card is a secured credit card. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods You purchase with this account, (b) any shares You specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares You have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans You have with the Credit Union excluding dwellings. Notwithstanding the foregoing, You acknowledge and agree that during any periods when You are a covered borrower under the Military Lending Act Your credit card will be secured by any specific Pledge of Shares Your grant Us but will not be secured by all shares You have in any individual or joint account with the Credit Union. For clarity, You will not be deemed a covered borrower if: (i) You establish Your credit card account when You are not a covered borrower; or (ii) Your cease to be a covered borrower.

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).

6. PAYMENTS

- a. **Payment Instructions.** Payments may be made by mail, by electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments You mail must be addressed to San Francisco Federal Credit Union, 770 Golden Gate Avenue, San Francisco, CA 94102. Payments We receive by mail at this address by 5:00 pm will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to Your credit card account may not be commingled with funds designated for credit to other San Francisco Federal Credit Union accounts. We will accept late or partial payments without forfeiting any of San Francisco Federal Credit Union's rights under this Agreement.
 - b. **Minimum Payment Due.** Your monthly statement will tell You: the total amount that You owe Us; the minimum payment that You must make; and Your payment due date. Your minimum payment will include any amount past due and any amount by which You have exceeded Your applicable credit limit, plus the greater of: (1) 1% of the new balance or (2) \$15.00. If the new balance of Your account is less than \$15.00, the minimum payment will be the amount of the new balance. You may pay the new balance in whole or in part at any time. We will not charge You a penalty for paying more than the minimum payment.
 - c. **Payment Allocation.** 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 Your 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, Your payment will be applied first to the smaller of them.
7. **FOREIGN TRANSACTIONS** Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

For Visa Platinum Cards, Golden Gate Card and Student Visa 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.

For Visa Classic Secured Cards Only: A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement. 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.

8. FINANCE CHARGES.

a. **The Finance Charge.** The Finance Charge for a billing cycle will be the sum of three (3) components:

1. **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 Finance Charge 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 on the U.S. Prime Rate published in the *Wall Street Journal*. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay. Therefore, the amount of your minimum payment applied to interest will increase or decrease.

Your APR for purchases, balance transfers, and convenience checks, if you request them, is your "Standard APR." Your Standard APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. The Margin is a percentage amount that we determine based on an evaluation of your credit history. Your Margin for your Standard APR may be found in your Account Opening Table. Your cash advance and balance transfer APR may be higher or lower than your Standard APR, not to exceed the less of 18% or the maximum permitted by law.

b. **Promotional APR.** If your account is eligible for one or more introductory promotional APRs, the Account Opening Table sets forth the APR amount, its duration, and the corresponding Standard APR and cash advance APR applicable to your account at the time it is opened. If a promotional rate is offered after your account is opened, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or cash advance APR, as applicable.

c. **Penalty APR.** If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be subject to the Penalty APR. The Penalty APR will be applied to any and all transactions and outstanding balances on your account, including those with Promotional APRs. The Penalty APR will be effective at least 45 days after your account becomes subject to it. Your Account Opening Table sets forth the Penalty APR amount.

d. **How We Calculate Your Interest Charges.** To calculate your interest charges, We use your periodic rate, which is determined by dividing your APR by 12. We then calculate monthly interest charges on your account by applying the periodic rate to the average daily balance of your account, including current transactions. To calculate the average daily balance, we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your average daily balance.

9. **LOST OR STOLEN CARDS, ACCOUNT NUMBERS, OR CHECKS—LIABILITY FOR UNAUTHORIZED USE.** If You notice the loss or theft of Your credit card or a possible unauthorized Use of Your Card, You should write to Us immediately at the address listed on Your bill or call Us toll-free at (800) 852-7598, seven days a Week and Weekends 24 hours a day. You may also contact Us on the Web: SanFranciscoFCU.com or [w](http://www.sanfranciscofcu.com). You will not be liable for any unauthorized Use that occurs after You notify Us. You may, however, be liable for unauthorized Use that occurs before Your notice to Us. You will have no liability for unauthorized Use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

10. **CONSUMER REPORTING AGENCIES.** Information may be reported in Your name and Your Authorized Users' names, if any. We may also access Your consumer credit report for any permissible purpose under the

Fair Credit Reporting Act, including periodic reviews of Your creditworthiness, collections, and future credit line increases or decreases, and to display Your credit score within Your online banking and mobile access.

11. **DEFAULT.** We may close Your account or require immediate repayment of Your total account balance, to the extent allowed by law, if any of the default events occur:

- You violate any terms of this Agreement;
- You do not pay the amount due as listed on Your monthly statement;
- You have a returned payment that causes Your account to be delinquent;
- You default under another account agreement You have with Us;
- You file bankruptcy, or some other insolvency proceeding is filed by or against You;
- You are declared incompetent, mentally incapacitated, or in the event of Your death;
- We determine that there has been a substantial adverse impact on Your ability to repay the balance on this account;
- We determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of Your San Francisco Federal Credit Union accounts; or
- If the amount of deposited funds held as security on Your share secured card (if You have one) is insufficient.

If We require immediate repayment of Your total account balance, We may also declare due and payable all costs relating to the collection of Your account, including, but not limited to, unassessed interest charges, court costs, expenses, and reasonable attorney fees.

San Francisco Federal Credit Union may obtain any information it deems necessary to cure or collect the default amount, including Your current contact information, as permitted by law. Contact to Your employer will be limited to obtaining current contact information.

You may have a Penalty APR applied to Your account under certain circumstances. Refer to the Annual Percentage Rates (APRs) and Interest Charges section of this Agreement for more information.

12. **CLOSING OR SUSPENDING YOUR ACCOUNT.** We may, without notice or demand, close Your account or suspend Your account by denying Use of the credit line. You may close Your account with Us at any time. To do so, call or write to Us using the contact information in the Contacting Us section of this Agreement. You may close Your account without being charged any fees up until the time You use the account or make a payment on the account after receiving a billing statement. If We close or suspend Your account, or if You close Your account, You must pay Us all amounts You owe on the account, even if they post to Your account after it is closed or suspended. We may cancel Your current card and issue You a substitute card at any time. Every card issued by San Francisco Federal Credit Union is the property of San Francisco Federal Credit Union.

13. **CONVENIENCE CHECKS.** We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such a request will expire after 14 days unless You confirm Your request in writing within that time. Written stop payment orders are effective only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires. If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check and to assist Us in any legal action. You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request. Note: A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

14. **INFORMATION UPDATING SERVICE AND AUTHORIZATIONS.** If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

15. **PREAUTHORIZED CHARGES.** We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.
16. **HOW WE MAY CONTACT YOU.** You expressly agree that to service Your account or to collect any amounts You may owe Us, We or authorized parties may call You and send text messages to You. We may Use prerecorded/ artificial voice messages or an automatic dialing device to contact You at any telephone number associated with Your account, including mobile telephone numbers, which could result in charges to You. You also expressly consent that We may send email messages regarding Your account to Your email address. In addition, We may send You communications related to Your account through the U.S. mail or other mail service. You agree to notify Us promptly of any changes to Your contact information, including Your name, mailing address, telephone number(s), and email address(es).
17. **USE OF CARD FOR ILLEGAL OR RISKY TRANSACTIONS.** It is Your responsibility to comply with all laws when Using Your San Francisco Federal Credit Union Credit Card. You agree to hold Us harmless for any damages or other liability arising from a transaction initiated by You or Your Authorized User, if any, for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities We believe may violate law or pose significant risk to Us or our members.
18. **CHANGING OR TERMINATING YOUR ACCOUNT.** As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as Well as to future transactions.

Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents. Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

Residents of all other states. Either You or the Credit Union may terminate this Agreement at any time, but termination by You or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

Card Benefits. Credit card benefits offered as part of Your credit card account, such as rewards, services, and other features may be modified or discontinued at any time for any reason. Separate terms and conditions apply to these and other benefits associated with Your credit card account
19. **AUTHORIZED USERS.** Upon Your request, We may issue additional Cards for authorized Users that You designate. You must notify Us in writing of any termination of an authorized User's right to access Your Account. Your notice must include the name of the authorized User and Your Account number and/ or any subaccount number issued to the authorized User along with the authorized User's Card and any convenience or other access checks issued to the authorized User. If You cannot return the authorized User's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.
20. **JOINT ACCOUNTS.** If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.
21. **EFFECT OF AGREEMENT.** This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.
22. **SEVERABILITY AND FINAL EXPRESSION.** This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.
23. **APPLICABLE LAW.** The terms and enforcement of this Agreement shall be governed by federal law and the law of California.
24. **ENFORCING THIS AGREEMENT.** We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.
25. **COLLECTION COSTS.** If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.
26. **ASSIGNMENT.** We may assign any or all of Our rights and obligations under this Agreement to a third party.

27. **OVERDRAFT PRIVILEGE.** You agree that if, pursuant to any overdraft privilege on a Credit Union Share Draft Account, there is an overdraft of Your Share Draft Account, the amount of overdraft will be added to the outstanding balance on Your Visa Credit Card Account, subject to the finance charge provisions set forth in "FINANCE CHARGES" as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Visa Credit Card Account must be current and not over the credit limit for funds to transfer to the Share Draft Account. Overdrafts are not allowed for the purpose of making loan payments, including Visa Credit Card payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Share Draft Account referred to herein is also subject to a separate agreement between You and the Credit Union. Where the terms of any other agreement between You and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.
28. **CALIFORNIA RESIDENTS.** A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.
29. **FLORIDA RESIDENTS.** You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.
30. **MARYLAND RESIDENTS.** To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.
31. **MISSOURI RESIDENTS.** Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.
32. **NEW YORK RESIDENTS.** We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 800.342.3736 or www.dfs.ny.gov to obtain a comparative listing of credit card rates, fees and grace periods.
33. **OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
34. **SOUTH DAKOTA RESIDENTS.** If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.
35. **WISCONSIN RESIDENTS.** If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.
36. **NOTICE TO UTAH BORROWERS.** This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.
37. **THE FOLLOWING IS REQUIRED BY VERMONT LAW. NOTICE TO CO-SIGNER. YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**
38. **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.
39. **MILITARY LENDING ACT.** Under the Military Lending Act, the following statement applies to covered borrowers (Active Duty servicemembers and their dependents) with accounts established on or after October 3, 2017:

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).

If You would like to hear the statement above and/or hear Your credit card account payment obligation communicated to You orally, please call 1-(800) 852-7598.

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 Your Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at the address listed on Your statement.

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 three 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** or electronically. 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:** Your 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:** Your 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 or electronically at the address listed on Your statement.

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.