



1918 West Chapman Ave., Suite 100,
Orange, California 92868
(714) 704-2850



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

Borrower agrees to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using or permitting others to use either a Preferred Visa or Standard Visa Card, whichever was chosen (hereafter referred to as "Credit Card") issued to you by the Union Yes Federal Credit Union, you agree as the cardholder to the following terms:

A. MAXIMUM CREDIT LIMIT: Borrower has applied to Union Yes Federal Credit Union, hereinafter referred to as "Credit Union," "We" or "Us" for a "Credit Card" Personal Line of Credit Account. The loans which the Credit Union may extend to the Borrower under this account shall at no time exceed the assigned credit limits, hereafter referred to as the Maximum Credit Limit.

B. LOANS COVERED: Two types of credit are available to Borrower under this Agreement. Borrower may utilize the Credit Card to charge purchases of goods and services at businesses where Credit Card is accepted. Additionally, Borrower may utilize the credit extended herein to receive cash advances from the Credit Union, ATM, or other institutions honoring the Credit Card.

C. REQUEST FOR LOAN: Borrower agrees that each use of the Credit Card constitutes a loan in the amount of the item. Borrower agrees not to exceed the approved Maximum Credit Limit under this Agreement. At the request of the Credit Union, Borrower agrees to return to the Credit Union the Credit Card. Borrower is responsible for safekeeping of the Credit Card.

D. CREDIT LIMITS: Borrower agrees not to exceed the Maximum Credit Limit and understands that the Credit Union is not required to extend credit in excess of Borrower's credit limit or after the termination of this account.

E. FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign countries and foreign currencies will be billed to Borrower in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transaction is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus one percent.

F. FINANCE CHARGE RATE: FINANCE CHARGES on Cash Advances and Preferred Visa Purchase transactions are computed using a monthly periodic rate of 1.208% which is an **ANNUAL PERCENTAGE RATE** of 14.50%. **FINANCE CHARGES** on Cash Advances and Standard Visa Purchase transactions are computed using a monthly periodic rate of 1.375% which is an **ANNUAL PERCENTAGE RATE** of 16.50%.

G. FINANCE CHARGES ON PURCHASES: FINANCE CHARGES are imposed only if Borrower does not pay in full the new balance for purchase shown on the Borrower's periodic statement within 25 days of the end of the statement period.

The **FINANCE CHARGES** for a billing cycle are computed by applying the monthly periodic rate to the average daily balance of credit purchases, which is determined by dividing the sum of the daily balance during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance of credit purchases any new credit purchases posted to your account and subtracting any payments as received and credit as posted to your account.

H. FINANCE CHARGE ON CASH ADVANCE: Application of **FINANCE CHARGES** begins to accrue on the date you obtain the cash advance, or from the first day of the billing cycle in which the cash advance is posted to your account.

The **FINANCE CHARGES** is imposed as long as the cash advance balance remains unpaid. The **FINANCE CHARGES** for a billing cycle are computed by applying the monthly periodic rate to the average daily balance during the billing cycle, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance any new credit purchases posted to your account and any new cash advances received, and subtracting any payments as received or credits posted to your account, but excluding any unpaid **FINANCE CHARGES**.

I. REPAYMENT: Borrower agrees to pay each month a minimum monthly payment plus any payment past due together with any balance which exceeds Borrower's maximum credit limit.

MINIMUM PAYMENT - if the New Balance is \$25.00 or less, it is payable in FULL. **THE REQUIRED MINIMUM PAYMENT IS THE GREATER OF (a) \$25.00 or (b) 2.77% of that portion of the New Balance which does not exceed your Credit Limit plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.**

J. RETURNS AND ADJUSTMENTS: Merchants and others who honor the Credit Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to Borrower's account. If the Borrower's credits and payments exceed what the Borrower owes us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on Borrower's written request if it is \$1 or more.

K. PAYMENT DUE DATE: Borrower will be notified on a Periodic Statement by the Credit Union of payment due dates which will be effective upon use of this account. Payments received on weekends or holidays may not be credited until the following business day.

L. DEFAULT: Borrower will be in default if Borrower fails to make any Minimum Payment within 25 days after the end of the Statement Period. Borrower will also be in default if Borrower's ability to repay us is materially reduced by an increase in Borrower's obligations, bankruptcy or insolvency proceedings involving

Borrower, Borrower's death or Borrower's failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to declare, without Notice, Borrower's full account balance immediately due and payable if Borrower defaults. Borrower will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees. The Annual Percentage Rate (APR) set forth in this Agreement shall continue to apply to principal outstanding after breach.

M. SECURITY INTEREST: Borrower agrees that the line of credit account is secured by a pledge of all shares and deposits now or hereafter held in the Credit Union, except funds held in an Individual Retirement Account or Keogh Plan. Borrower authorizes the Credit Union to apply these shares and deposits to the payment of all sums due the Credit Union in the event Borrower is in default.

N. TERMINATION OF CREDIT AND ACCELERATION OF REPAYMENT: Borrower understands that future advances under this agreement may be terminated under any of the following conditions:

- (1) In the event of default; or
- (2) Upon failure of the Borrower to satisfy the terms of this Agreement; or
- (3) Upon Borrower's failure to make any loan payment when due on any loan with the Credit Union; or
- (4) If Borrower has made or does make any false or misleading statements in furnishing financial and other information to the Credit Union; or
- (5) If any attachment, execution or other legal process is issued against any of the property of the Borrower; or
- (6) Upon adverse re-evaluation of Borrower's credit worthiness; or
- (7) Borrower fails to provide the Credit Union with a current credit application when requested; or
- (8) At the option of the Credit Union or Borrower with good cause.

O. RESPONSIBILITY OF BORROWER: Borrower is required and does hereby agree to report to the Credit Union any change in Borrower's NAME, ADDRESS, EMPLOYMENT, OR TELEPHONE NUMBER.

Borrower agrees not to consummate any consumer credit transaction under this Agreement upon knowing that credit privileges under this account have been terminated or suspended.

Borrower agrees to notify UYFCU by telephone (at 714-704-2850), letter, or any other reasonable means that an unauthorized use of this account has occurred or may occur as the result of loss or theft of the Credit Card or other instruments identifying this account, immediately after Borrower's discovery thereof, and shall reasonably assist UYFCU and its agents in determining the facts and circumstances relating to any unauthorized use of the account.

P. LIABILITY OF ALL PERSONS SIGNING: Each Borrower acknowledges that he/she shall be individually and jointly liable for the payment of all sums owing under the terms and provisions hereof, and Borrowers waive demand for payment.

Whenever used, herein, the singular includes the plural.

Q. OTHER CHARGES: Other charges which may be added to your account include:

Nonrefundable Annual Membership Fee	
Preferred Visa	None
Standard Visa	\$15.00
Card Replacement Fee	\$10.00
Copy of Statement	\$ 2.00
Copy of Transaction/Draft Fee	\$ 5.00
Returned Check	\$30.00
Other Fees	
Capture of Card	\$50.00
Late Fee	\$30.00
Over Limit Fee	\$30.00

R. AMENDMENTS: Credit Union may amend this agreement, from time to time, upon proper advance notice to Borrower. The new terms, including any increases or decreases in the charges, shall apply to all credit extended on and after the effective date and to any unpaid outstanding balance owed the Credit Union by the Borrower on the effective date.

S. Borrower agrees that he/she is prohibited from using the Credit Card for any illegal transactions which may include, without limitation, internet gambling activities. Borrower agrees to indemnify the Credit Union for Borrower's use of the Credit Card for illegal transactions.

T. UNAUTHORIZED USE: Borrower may be liable for the unauthorized use of the Credit Card. Borrower will not be liable for unauthorized use that occurs after notification to the issuer at:

Union Yes Federal Credit Union
1918 W. Chapman Ave., #100
Orange, CA 92868

Notice may be given orally or in writing of the loss, theft, or possible unauthorized use of a Credit Card. In any case, Borrower's liability for unauthorized use of the Credit Card will not exceed (A) \$0 if the conditions set

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forth below have been met or (B) if those conditions have not been met, the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if:

- Borrower can demonstrate that he/she has exercised reasonable care in safeguarding the Credit Card from risk of loss or theft; and
- Borrower has not reported two or more incidents of unauthorized use to us within the preceding 12 months; and
- Borrower's account is in good standing.

"Unauthorized use" means the use of the Credit Card by a person, other than

Borrower, who does not have actual, implied, or apparent authority for such use, and from which Borrower receives no benefit. Remember to report the Credit Card lost or stolen or any unauthorized transactions immediately. This will help prevent unauthorized access to Borrower's account and minimize any inconvenience.

U. LATE CHARGES: Borrower agrees that if any payment due is delinquent at the billing cycle date, a late charge of \$30.00 will be charged.

V. OVERLIMIT FEE: At billing cycle date, an overlimit fee of \$30.00 will be assessed if your balance exceeds your credit limit by 10% or more.

INTEREST RATES, FEES, AND FREE-RIDE (GRACE) PERIOD FOR PURCHASES UNDER THIS CREDIT CARD ACCOUNT.	
ANNUAL PERCENTAGE RATE for purchase and cash advances	14.50% Preferred Visa 16.50% Standard Visa
Variable rate information	Your annual percentage rate does not vary.
Grace period for repayment of balances for purchases	You have 25 days to repay your balance for purchases before a finance charge on purchases will be imposed.
Method of computing the balance for purchases	Average daily balance method (including current transactions).
Annual fees	None on Preferred Visa • \$15.00 Standard Visa.
Minimum finance charge	There is no Minimum finance charge.
Transaction fee for purchases	There are no transaction fees for purchases.
Transaction fee for cash advances, and fees for paying late or exceeding the credit limit	Transaction fee for cash advances: 0 Late payment fee: \$30.00. Over-the-credit-limit fee: \$30.00. Returned check fee: \$30.00.

Note: This form was printed on, and the information herein is current as of 09-01-08; it is subject to change after that date; if the applicant wishes to ascertain changes he should contact the Credit Union at P.O. Box 1849, Orange, CA 92856-0849 or call (714) 704-2850.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your CREDIT CARD Account automatically from your share account, share draft account, or through payroll deduction, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES: If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.