

Visa Card Agreement and Disclosures

CARD TYPES	CLASSIC	GOLD	PLATINUM
A.P.R.	14.99%	9.90%	8.90%
Cash Advance A.P.R.	14.99%	9.90%	8.90%
Balance Transfer A.P.R.	14.99%	9.90%	8.90%
Annual Membership Fee	\$0.00	\$0.00	\$0.00
Minimum Finance Charge	\$0.00	\$0.00	\$0.00
Late Payment Fee	\$25.00	\$25.00	\$25.00
Over Limit Fee	\$0.00	\$0.00	\$0.00
Grace Period for Repayment of the Balance for Purchases	25 Days	25 Days	25 Days
Method of Computing Balance for Purchases	Average daily balance including new purchases	Average daily balance including new purchases	Average daily balance including new purchases

In this Agreement the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means a VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means your VISA credit card line of credit account with the Credit Union, and “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

- Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchase, cash advances, finance charges, plus “other charges”) that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.
- Using the VISA Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs); such as the VISA ATM Network, that accept VISA Cards. (Not all ATMs accept VISA Cards) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for uses with the card.
- Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you and anyone whom you authorized to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another

agreement you made with the Credit Union. If this is a joint Account, Section 17 also applies to your Account.

You agree not to make or permit to be made any illegal transactions on your Account through use of a card, a check or in any other manner. We may deny authorization for any Internet gambling transaction.

- Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default to die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in credit application or credit update. You will also be default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

- Liability for Unauthorized Use-Lost/Stolen Card Notification.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, or possible unauthorized use. In any case, your liability will not exceed \$50. You can notify the Credit Union by calling (800) 654-7728, or writing to P.O. Box 31112 Tampa, FL 33631–31112.
- SECURITY INTEREST:** By signing this contract, you agree that this Credit Union has a security interest pledge, in all present or future shares and deposits with us to the extent to which you have a right to withdraw those sums for your personal use. The Credit Union may transfer from any deposit account to

your Visa Classic, Visa Gold or Visa Platinum account if you are delinquent or otherwise in default. In addition, collateral securing your other loans with the Credit Union will also secure credit extended under this agreement. However, if you have given us a security interest in your home, the cross collateral provision of this agreement does not extend to your home. If you withdraw all your shares, you are no longer a member of the Credit Union, and you may not receive any more advances under this agreement.

- 7 **Finance Charges.** You have a 25-day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25-day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, **finance charge** will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. **Finance charge** is imposed on cash advances from the date they are posted to your Account.

Separate average daily balances are calculated for purchases and cash advances.

The **finance charge** for our **Visa Classic** Account is calculated by multiplying the average daily balances by a monthly periodic rate of 1.249%, which is an **ANNUAL PERCENTAGE RATE** of 14.99%.

The **finance charge** for our **Visa Gold** Account is calculated by multiplying the average daily balances by a monthly periodic rate of .825%, which is an **ANNUAL PERCENTAGE RATE** of 9.90%.

The **finance charge** for our **Visa Platinum** Account is calculated by multiplying the average daily balances by a monthly periodic rate of .741%, which is an **ANNUAL PERCENTAGE RATE** of 8.90%.

To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if you paid the Total New Balance for purchases on your last statement by the end of the grace period or if you did not have a balance. Finance charge will continue to accrue on your Account until what you owe under this Agreement is paid in full.

- 8 **Payments.** Each month you must pay at least the minimum payment shown on your statement by the

date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due" your payment is due no later than 25 days from statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The Credit Union also has the right to demand immediate payment of an amount by which you are over your credit limit.

- 9 **Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.
- 10 **Other Charges.** The following other charges (Fees) will be added to your Account, as applicable: **Non-Sufficient Funds Check Fee:** If any check, draft, electronic debit, or other item used to make a payment on your account is returned for non-sufficient funds, you will be charged a fee. Please refer to CWCU Account Service Fee Schedule. **Document Copy Fee:** You will be charged \$10.00 for each copy of a sales draft or statement that you request unless such a request is made in connection with a billing error. **Card Replacement Fee:** You will be charged \$10.00 for each replacement card, other than for replacement cards issued for expiring cards. **Late Fee:** As Applicable, a late fee of \$25.00 will be charged.
- 11 **CURewards.** Earn one Reward Point for each dollar of purchases; program has NO annual fee. No points are earned for cash advances, convenience checks, or balance transfers. Reward Points cannot be used with any other offer, promotion, or discount and cannot be earned from, transferred to, or combined with any other frequent flyer program or travel points program. Community West Credit Union reserves the right to change the terms and conditions of this program at any time. If Community West Credit Union terminates the program, Cardholders will be given 90 days to redeem accumulated Reward Points. Reward Points must be used within four calendar years and will expire on a first-in, first-out basis (Reward Points earned in calendar year one will expire on the last business day of calendar year four). Your statement will show the number of Reward Points earned. Reward Points are non-transferable and will be forfeited if your account is closed by you or by Community West Credit Union. Any income tax implications imposed by receiving items are the sole responsibility of the Cardholder. Please consult your tax advisor.

- 12 **Changing or Terminating Your Account.** The Credit Union may change the terms of this agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after

receiving notice of a change will indicate your agreement to the change.

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. You are also responsible for all transaction made to your Account after termination, unless the transactions were unauthorized.

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. The credit Union has the right to require you to pay your full Account balance at any time your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

13 Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

14 Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

15 Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

16 Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on

the purchase date or cardholder statement posting date.

17 Merchant Disputes. The credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card. If you have made a good faith attempt but have unable to obtain satisfaction from the merchant or service provider, and (a) you purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

18 Joint Accounts. If this is a joint Account, each person on the Account must sign the Agreement. 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 purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

19 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.

20 No Waivers. The Credit Union can delay enforcing any of its rights any number of times without losing them.

21 Statement and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

22 Copy Received. You acknowledge that you have received a copy of this Agreement.

23 Signatures. By signing in the Signature area of the application form that is associated with this agreement you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

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 Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later

than 60 days after we sent you the first bill 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 bill automatically from your savings or checking account, 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 bill 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 bill 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 bill that are not in question.

If we find that we made a mistake on your bill, 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 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 bill. 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 bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchases 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:

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

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.