equal to $2500 and 10.9% with a corresponding Monthly Periodic Rate of .908% to the portion of the Average Daily Balance of Purchases that is greater than $2500 during the billing cycle covered by the periodic Statement. We have provided you with a separate written record stating the Annual Percentage Rate for Purchases on your Account and that record is made part of this Agreement by this reference.

The VISA Classic Annual Percentage Rate for Balance Transfers is **16.5%** with a corresponding Monthly Periodic Rate of **1.375%** to the portion of the Average Daily Balance. We have provided you with a separate written record stating the Annual Percentage Rate for Balance Transfers on your Account and that record is made part of this Agreement by this reference.

The VISA Classic Annual Percentage Rate for Cash Advances is **17.90%** with a corresponding Monthly Periodic Rate of **1.4917%** to the portion of the Average Daily Balance. We have provided you with a separate written record stating the Annual Percentage Rate for Cash Advances on your Account and that record is made part of this Agreement by this reference.

MONTHLY PERIODIC RATE: The Monthly Periodic Rate is determined by dividing the Annual Percentage Rate by twelve (12 months in a year).

GRACE PERIOD: To avoid incurring additional Interest Charges on the new balance for Purchases reflected on your monthly statement, you must pay the new balance shown on your monthly statement on or before the Payment Due Date. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if your new balance is paid in full by your Payment Due Date and your previous balance was paid to zero by the previous Statement Payment Due Date or if your previous Statement reflected a credit balance. We will begin charging interest on Advances on the transaction date.

LATE CHARGE: If your Minimum Monthly Payment is not received by us within 15 days of the Payment Due Date, a Late Charge of $25 is imposed.

STATEMENT FEE: If you request a copy of any Statement we may impose a fee in the amount of $3.00 per Statement.

TRANSACTION DOCUMENT FEE: If you request a copy of any sales draft, credit voucher or similar document, a fee in the amount of $15 per document may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a Billing Error.

RUSHED CARD FEE: If you request your Card order to be rushed, we may impose a fee in the amount of $20.

STOP PAYMENT FEE: If you request a stop payment on an Account Check we may impose a fee in the amount of $10 whether or not the Account Check is successfully stopped.

REMOVE STOP PAYMENT FEE: If you request that we remove a stop payment on an Account Check we may impose a fee in the amount of $10 whether or not the Account Check is successfully paid.

RETURNED CHECK FEE: If we decline to honor an Account Convenience Check you may be charged a fee in the amount $25, with a maximum of three (3) charges per day. We may decline to honor Account Convenience Checks if, for example, the amount of the Account Convenience Check would cause you to exceed your Credit Limit, if you are in default, if you did not comply with the instructions included with the Account Convenience Check, the Account Convenience Check appears altered or is missing information, the Account Convenience Check was used by someone other than the person to whom we sent the Account Convenience Check, the Card has expired or was revoked, or the Account is closed or suspended.

RETURNED PAYMENT FEE: If a payment that was applied to your Account is returned to us unpaid for any reason, you may be charged a fee in the amount of $25. This fee will also apply to any automatic payments.

FOREIGN PAYMENT COLLECTION FEE: If you sent us a payment for your Account that is in other than U.S. Dollars and we attempt to collect the funds, you may be charged a fee in the amount of $30. This fee will be charged whether or not the funds were collected.

ACCOUNT RESEARCH or RECONCILIATION FEE: If you request us to reconcile your Account or search for a specific transaction posting, we may impose a fee in the amount of $30 whether or not the transaction was located. The minimum fee is $7.50 and charged in increments of 15 minutes.

CREDIT INFORMATION: You agree that all statements made in your application for your Account were made for the purpose of obtaining credit and are true, correct and complete to the best of your knowledge and belief. You agree to update the credit information you have provided us at our request or if there has been a significant change in your financial condition. You agree that we may investigate your creditworthiness at any time. You authorize us to obtain information from others, including, but not limited to credit reporting agencies, concerning you and your credit accounts. You authorize us to disclose information regarding your Account to credit reporting agencies and other creditors. However, we are not obligated to release any information to anyone unless we are required by law to do so. You agree that we have the right to terminate future Purchases and Advances against your Credit Limit or reduce your Credit Limit at our discretion if your creditworthiness is significantly impaired, changed or different than at the time the Account was opened. If you question the accuracy of our reported information to a credit reporting agency, write us at the address listed on your periodic Statement with a description of your dispute. If available, please provide a copy of the credit report in question.

PERSONAL INFORMATION: You agree to promptly notify us of any change in your name, address, employment, telephone numbers or other contact information. The post office and others may notify us of a change of address. We will notify you of an address change at your previous address on file when we change your address.

CANCELLATION AND REVOCATION: You may cancel your Card at any time by notifying us and destroying the Card and Account Checks. Cancellation of your Card will result in declined Authorizations when we are contacted for approvals. We have the right to revoke your use of the Card at any time. We can do this with or without cause and with or without giving you notice. Revocation of your Card will result in declined Authorizations when we are contacted for approvals. We may list revoked and cancelled cards in a capture bulletin and/or otherwise inform those requesting Authorization approvals that your Card is cancelled. The Card and Account Checks remain our property and you must recover and surrender or destroy all Cards and Account Checks as requested or upon termination of this Account. A merchant or financial institution may in the course of accepting the Card ask you to surrender a Card and you agree to do so. Cancellation or revocation of your Card will not relieve your obligation to pay any amounts that may be due under this Agreement.

MEMBERSHIP REQUIREMENT: You must be a Member in good standing with us to be eligible for an Account with us. We may suspend Card privileges, including closing the Account, if you do not maintain your Membership with us.

WAIVER OF RIGHTS: We may waive, decline or delay enforcing any of our rights under this Agreement or the law any number of times without losing our right to enforce them at a later date and without affecting any of our other rights.

SEVERABILITY: Should any provisions of this Agreement be determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision and the remaining provisions of this Agreement shall remain in full force and effective.

TELEPHONE MONITORING: You consent and authorize us to listen to and/or record telephone calls between you and us as well as any of our service partners that you may call or that may call you for the purpose of monitoring the quality of service you receive.

PERSONAL IDENTIFICATION NUMBER: A Personal Identification Number *(PIN)* will be issued for new accounts. Once your card is received, you may select your PIN by calling the number on the Activation label on your card. Your PIN may be used by you with your CARD to obtain an Advance against your Credit Limit at any Automated Teller Machine *(ATM)* displaying the VISA logo or to make Purchases at designated point of sale *(POS)* machines. Please keep your PIN confidential and do not write it on or keep it with your Card.

LOST, THEFT OR UNAUTHORIZED USE: If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should call us at 866 CU SoCal *(866.287.6225)* during business hours or 800 556 LOST *(800.556.5678)* when we are closed. If you are unable to access the national toll-free telephone numbers, please call us at 562.698.8326.

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. In most cases, you will not be liable for any unauthorized transactions unless it is determined you were grossly negligent or fraudulent in the handling of the card.

In the event your card is used fraudulently, you agree to assist us in our investigation and you agree to sign an affidavit of fraud and forgery asserting the fraud claim.

GOVERNING LAW: This Agreement is made in California and we extend credit to you from California. This Agreement shall be governed by the laws of the State of California *(without regard to its conflict of law principles)* and by any applicable federal law regardless of where you live or where you use the Card. Also, California's choice of law rules shall not be applied if that would result in the application of non-California law.

MERCHANT DISPUTES: You understand that you may not place, nor will we accept, a stop payment on any transaction effected with your Card except as described in this Agreement. You understand that closing your Account or canceling your Card does not relieve you of the liability for transactions you or your authorized user(s) participated in or previously authorized.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: You understand that we will disclose data to third parties about you and your Account when it is necessary to complete the transaction; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with a law, government agency, court orders, or other legal process; in order to provide awards and services provided by, or in conjunction with, VISA and its respective contractors; or if you give us your prior oral or written permission.

BENEFITS, FEATURES, ENHANCEMENTS OR SERVICES: We may provide or offer benefits, features, services or enhancements to your Account. Some may be at no cost to you and others may involve a specified cost. You understand that we are not obligated to provide or offer such benefits, features, services or enhancements and may withdraw or change them at any time.

CHANGE OF TERMS: This Agreement is the contract which applies to all transactions on the Account, even though the Purchase, Advance, credit receipts or other documents you sign, agree to, or receive, may contain different terms. We may amend this Agreement at any time. We may amend it by modifying, adding, deleting or changing any provision, term, condition, service, or feature at anytime. When we amend this Agreement, we will comply with the applicable notice requirements mandated by the laws that are in effect at that time. Unless we state otherwise or as prohibited by law, the amended Agreement will apply to the total unpaid outstanding balance including the balance existing before the amendment became effective and any subsequent transactions. If an Amendment gives you the opportunity to opt out of the change and if you opt out in the manner provided in such Amendment, we may terminate your ability to use additional credit and we may ask you to return your Card as a condition of your rejection. We may replace your Card with another Card at any time.

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 You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Credit Union of Southern California
8101 E Kaiser Blvd, Suite 300
Anaheim, CA 92808-2261

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 3 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.* 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 not 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:* You 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:* You 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* at:

Credit Union of Southern California
8101 E Kaiser Blvd, Suite 300
Anaheim, CA 92808-2261

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.

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VISA® **CLASSIC**

CREDIT CARD

AGREEMENT & DISCLOSURE

Credit Union *of* Southern California

866.287.6225 | CUSoCal.org

CREDIT UNION OF SOUTHERN CALIFORNIA, A FEDERAL CREDIT UNION (CU SOCAL) CONSUMER CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE:
In this Agreement and Disclosure Statement (Agreement) the word Card means CU SoCal consumer credit card, card number, and any other means of accessing the line of credit associated with the credit card account and includes the initial Card issued as well as duplicates and renewals we may issue. The word Account means the line of credit associated with the Card. The words we, us, our and ours mean CU SoCal. You, your, and yours means any person(s) who applies for a Card, who is a co-signer, who accepts an offer for the Card, who uses the Card, whose name appears on a Card or Account Periodic Billing Statement or who is otherwise liable for the Account. When we use a singular form of a word it is interchangeable with the plural form of the word and when we use the plural form of the word it is interchangeable with the singular form of the word.

ACCEPTING THIS AGREEMENT: By activating your card or authorizing transactions on your card account, you are accepting and agreeing to the terms and conditions as stated in this Agreement. If you do not use the Card and do not agree to be bound by this Agreement, destroy the Card and notify us that you wish to cancel your Account.

ACCOUNT AGREEMENT: This Agreement governs your Account with us and using the Card or permitting others to use the Card issued to you binds you to the provisions, terms and conditions of this Agreement and is your acceptance of this Agreement including any separate sheet of paper labeled "Additional Disclosure", "Addendum" or "Change in Terms" and the like which is delivered with or without this Agreement now or in the future. Such separate sheets become an integrated part of this Agreement by this declaration. This Agreement is also subject to the terms and conditions of any other account agreements you have with us.

RESPONSIBILITY FOR ACCOUNT: You agree you are liable to us for the balance on your Account including all transactions, Interest Charges, other charges, fees and costs described in this Agreement and agree to pay us according to the terms of this Agreement arising from the use of this Account by you or any other person you permit to use your Card (even if that person exceeded the amount for which you gave permission.) You are jointly and severally responsible for all transactions on the Account. If more than one person is responsible for this Account as described in this Agreement, each person individually and all persons jointly are obligated to pay all sums due under this Agreement. If the Account is reallocated, upgraded, downgraded, acquired, merged, or otherwise changed, you are still obligated under this Agreement unless and until otherwise notified. If you decide to close your Account, please notify us in writing and destroy all Card(s) on the Account. Any joint user, applicant, or other responsible entity may close the Account, regardless of other joint's or other responsible entity's preference or disagreement. However, all joint users and other responsible entity's remain liable for any balance on the Account, including but not limited to new Interest Charges, service and late charges, debit adjustments, collection fees and cost and transactions to the Account that we cannot prevent, pending transactions, and transactions you have previously agreed to or authorized.

CONSENT TO CONTACT: You give CU SoCal express permission to contact you directly using any phone number you provided at the time your credit application was made (including any cellular phone numbers). In addition, you grant CU SoCal express permission to contact you at any other phone number(s) we locate for you in the future (or which you may provide to us at any time), to discuss any and all aspects pertaining to any account/loan/debt which you ever hold at CU SoCal. You agree that to the extent this waiver provision is deemed to be unenforceable in any respect, this waiver provision shall be deemed severable from this Agreement(s) and the remaining provisions of this contract shall remain fully enforceable in all other respects.

SIGNATURE REQUIREMENT: In order for your Card to be valid, you must sign the signature panel on your Card as soon as you receive it. Merchants are required to verify the signature on all VISA cards with the signed sales receipt. Merchants are required to follow certain security procedures if presented with an unsigned card and may refuse to accept an unsigned card.

CREDIT LIMIT: Your Card has an Account limit (Credit Limit) that is established by us. You agree that you have received a separate written notice of the initial Credit Limit. Your Credit Limit is also listed on your Account periodic billing Statement. Cash advances are limited to 30% of your Credit Limit. We may change the limit at any time and will notify you by mail sent to the address of record for the primary Account holder either before or after the change takes effect. If the change was a Credit Limit increase that you object to, you must notify us immediately. You or your joint applicant may request a change to your Credit Limit orally, in writing, or electronically. If your Credit Limit is increased, you are immediately responsible for the entire Account Credit Limit and any increase in the unpaid balance even when it differs from an amount previously agreed to orally, in writing, or electronically. You agree that you will not use your Card in a manner that will cause your unpaid balance to exceed the Credit Limit. However, if your balance exceeds your Credit Limit, you are still obligated to pay us. You also agree to pay us the amount of any balance in excess of your Credit Limit along with your regular minimum payment at your next scheduled payment due date.

MILITARY LENDING ACT DISCLOSURES: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive oral disclosures, please call us at 866.287.6225 during our normal business hours: Monday-Friday, 9 a.m. to 6 p.m., Saturday, 9 a.m. to 1 p.m.

PURCHASES, ADVANCES AND USE OF ACCOUNT: Your Card is a consumer credit card and may not be used for business or commercial purposes. You may use your Card for purchases of goods and services (Purchases) from merchants that accept VISA credit cards. You may use your Card for cash advances *(Advances)* which includes cash, transfer of funds *(such as a deposit into your CU SoCal share account)*, quasi-cash (such as money orders, fines, etcetera), Cash advances are limited to 30% of your Credit Limit. Balance Transfers *(amounts we send to other creditors at your request)* and Account Checks. Advances are subject to a fee of three percent (3%) of the amount of the Advance. Balance Transfers are subject to a fee of three percent (3%) of the amount of the Balance Transfer. You may obtain Advances by using the Card at Automated Teller Machines *(ATMs)*, requesting them from us or other participating financial institutions or merchants, using Account Checks, or requesting a Balance Transfer orally, in writing or electronically. You may not use Advances from this Account to pay any amount you owe us under any credit agreement or account you have with us now or in the future. Purchases and Advances are subject to security features and other events that may restrict the full use of your available Credit Limit. All Purchases and Advances are subject to our current policies. You agree that you will not permit your Card to be used to make or facilitate any transaction that is or might be construed to be illegal pursuant to applicable law, rule or ordinance. You will only use your Card for transactions that are legal where you conduct them and in accordance with this Agreement. We have no liability, responsibility, or culpability whatsoever for any illegal use and you further agree to indemnify and hold us harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use. You agree that you are responsible for repayment of any and all transactions you initiated by the use of the Card whether deemed legal or illegal.

ACCOUNT CHECKS: When available, you can use Account Convenience Checks for goods and services or to obtain cash against your Credit Limit in accordance to specific instructions limiting use when included with the Account Convenience Checks. Account Convenience Checks are Advances as described in this Agreement. Account Convenience Checks do not qualify for **"YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES"** described in this Agreement or any other features or benefits that pertain to Purchases. We are not responsible or liable for the results of any misrouting or delay in processing an Account Convenience Check for any reason. You may order a stop payment on an Account Convenience Check, provided such a request is timely so that we shall have a reasonable opportunity to act upon it under our rules by notifying us either orally or in writing. Oral notices must be confirmed in writing within fourteen (14) days. Written stop payment orders will remain in effect only six (6) months unless renewed in writing. We are not responsible or liable for any claims or liabilities of payees or endorsers on Account Convenience Checks for which you have requested payment stopped. We are not responsible or liable for any claims or liabilities on Account Convenience Checks that were not paid when you have placed and then removed a stop payment.

PROMOTIONS: When available, you can use your Account for special offers or promotional activities that we may offer you. If a special offer or promotion is offered to you, we will explain the details within the offer. Special offers and promotions are subject to this Agreement unless we explain otherwise in the offer details.

REFUSAL TO HONOR CARD AND CARD RETENTION: We are not responsible or liable for the refusal or inability of any electronic terminal, merchant, or financial institution to honor or accept the Card, authorize funds against your Credit Limit or complete a transaction. We are not responsible for the retention of the Card or any liability or damages resulting from the deprivation of the Card.

CREDIT SLIPS, RETURNS AND CANCELLATIONS: Merchants and others who honor your Card may issue credits to your Account for purchase returns, cancellations or other adjustments when the original charge was made on your Card. You have the sole responsibility to obtain and retain a written copy of such credit notice, credit receipt or cancellation number in case the credit fails to post to your Account within fifteen (15) days from the credit issuance or if you are charged for a "no show". You may request our help in having the credit applied to your Account by sending us a copy of the credit slip or cancellation number issued by the merchant but you must do so in a timely manner that will allow us to pursue the credit in accordance with the Rules and Regulations of Visa. We are not able to assist you in having the credit applied if the credit receipt is for a greater amount than the original transaction that posted to your Account or if the original transaction for which the credit was issued did not post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future Purchases, Advances and other Account transactions described in this Agreement for as long as six (6) months. You may request a refund of a credit balance or we will deposit it into your CU SoCal share account, or otherwise refund it when there is no open CU SoCal share account, within six (6) months of maintaining a credit balance.

AUTHORIZATIONS: All transactions are subject to funds availability approvals. Approved Authorizations result in placing holds against your Credit Limit. Some merchants may request Authorizations for amounts that differ from the actual transaction amount. Some merchants may process transactions without placing a funds hold against your Credit Limit. Some merchants may process transactions without an approved Authorization. We may limit the number or amount of approvals at anytime or deny transactions when we detect unusual or suspicious activity without reference to your available Credit Limit. We are not liable for failing to approve any transaction. While we are not required to, we may approve transactions that cause you to exceed your available Credit Limit. We are not liable for approving transactions above your Credit Limit.

GAMING TRANSACTIONS: You may not utilize your Account for any transactions or purchases of any goods or services on the internet involving gambling, betting or wagering of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transactions, any electronic commerce transactions conducted over an open network, and any betting transactions including the purchase of lottery tickets, gambling points, casino gaming chips or off-track wagering. However, in the event that a gaming related charge or transaction posts to your Account, you are still responsible for the payment of such charges.

INTERNATIONAL SERVICE ASSESSMENT FEE AND FOREIGN TRANSACTIONS: Purchases, Advances and credits transacted outside the United States, transacted in foreign currencies, or transacted outside the United States and in foreign currencies, are subject to an International Service Assessment Fee (ISA). Purchases in foreign countries include Internet transactions made when you are in the United States, but which the merchant processes in a foreign country. In all cases, the transactions will be billed to you in U.S. dollars. The ISA will be charged to your account. The fee is equal to point eight percent (.8%) of the amount of the transaction (expressed as a positive number) when the transaction is made in U.S. dollars and processed outside of the U.S. and is equal to one percent (1%) of the amount of the transaction (expressed as a positive number) when transacted in a foreign currency and converted to U.S. dollars. The exchange rate used to convert foreign currency to U.S. currency is a rate selected by Visa from the range of rates available in wholesale currency markets for the Central Processing Date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable Central Processing Date. The Central Processing Date is the date Visa receives the transaction and is determined by the depositing entity after the transaction date. The foreign transaction fee is a finance charge which is imposed from the date of the transaction. Interest does not accrue on the foreign transaction fee.

PERIODIC BILLING STATEMENTS: A Periodic Billing Statement (Statement) will be prepared each month that your Account shows activity, has an unpaid balance, has a credit balance, or includes an important notice about your account. When new activity is reflected on the Statement, the transaction(s) will be described including the merchant, financial institution or machine location. The Statement will be mailed to the address of record or otherwise sent as allowed by law.

MINIMUM MONTHLY PAYMENT: Each month that your Statement has an unpaid balance, you must pay at least the Minimum Payment Due by the Payment Due Date as shown on the Statement. The Minimum Monthly Payment is three percent (3%) of the New Balance as listed on the Statement, or $25, whichever is greater, plus any past due amount and any amount over your Credit Limit. However if the New Balance is less than $25, the Minimum Monthly Payment will be the full amount of the Statement listed as Minimum Payment Due. The Minimum Payment Due must be received at the address listed on the Statement, in our office, or electronically no later than the Payment Due Date or the payment will be considered past due. You understand that you can repay the balance in part or in full without any repayment penalty at any time. If you make extra payments or larger amounts in any particular month or months, you are still required to make a payment of at least the Minimum Payment Due each and every month your Account has a balance and your Statement reflects a Minimum Payment Due amount. However, if your Account is selected to participate in a skip payment promotion, you will be notified about the temporary terms of the promotion that you have been offered. Your Minimum Monthly Payment Account terms will return to the terms listed in this Agreement at the end of the promotion. If your Statement has a credit balance, no Minimum Monthly Payment is due and as allowed by law or regulation, we will hold and apply the credit balance against future debits on your Account or refund it at your written request.

PROMISE TO PAY: You promise and agree to pay us for all transactions accumulated on your Account by you and others you allowed, together with any Interest Charges, late charges, collections costs, attorney's fees, any fees listed on the current Schedule of Fees, available to you by requesting a copy from us, and any other services charges described in this Agreement. All payments will be made to your Account in U.S. dollars. All payments must be drawn on funds on deposit with a United States depository financial institution. We may, at our option, accept payments made in foreign currency or checks drawn on non-U.S. banks. If we do, we may impose service and collection charges charged to us from others in addition to the **FOREIGN PAYMENT COLLECTION FEE**. We may accept checks, money orders, or other types of payment marked "payment in full" or other language indicating full satisfaction of indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement signed by an authorized employee of CU SoCal. Payments in excess of the minimum amount due will be applied to the highest annual percentage rate balances before lower annual percentage rate balances. You may not use funds from this Account to make payments to this Account. If any Account payment is invalid or has been returned to us, we will reverse such payment and except for a CU SoCal error, you agree to a Returned Payment Fee. The fee will be added to your Account balance and will be subject to all terms of this Agreement.

AUTHORIZATION FOR ELECTRONIC DEBIT: When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction and you will not receive your check back. If you prefer not to have your checks used in this manner, please contact us at 866 CU SoCal (866.287.6225) or 562.698.8326.

DEFAULT: You will be in Default if you fail to comply with any of the terms of this Agreement or any other loan agreement with us or anyone else, if you are a party to any bankruptcy proceeding, if any third party attempts by legal process to take any of your property, in case of insolvency, incompetency, fraud or misrepresentation, if there are changes in circumstances after your application that affect your ability to pay, if your creditworthiness is impaired, in case of your death, or as otherwise provided in this Agreement. If you are in Default, we may close your Account or suspend your Card privileges without further notice and we may demand immediate payment of the unpaid balance including all fees and charges and other sums owed under this Agreement. In the event of any action by us to enforce this Agreement, you agree that you will pay our collection costs, court costs, attorneys' fees, including those incurred by bankruptcy, and other expenses and these will be added to your balance of your Account. If you are in Default, Interest Charges and other charges and fees will continue to accrue until you repay your entire loan. We may accept partial and late payments without losing any of our rights under this Agreement.

PLEDGE OF SHARES: You grant us a security interest in your deposit account(s) at CU SoCal if you have signed or otherwise agreed to a separate share pledge agreement for a "Share Secured Visa". In order to secure your obligations, you must keep on deposit in your regular share account(s) a sum equal to the amount agreed to in the separate security agreement until you repay your entire loan and the Account is terminated or converted from a "share secured Visa". If you Default, we may apply these shares to pay the Account balance as agreed and as allowed by law. The Annual Percentage Rate described in this Agreement does not consider the amount pledged in your regular share account(s).

SECURITY INTEREST—LIEN ON SHARES: You grant us a consensual security interest in your account(s) and have pledged funds on deposit in your account(s) (except IRA or Deferred Compensation) to satisfy debts that are due us. We reserve the right to exercise this pledge of shares for liabilities owed to us against any account(s) held by you individually or jointly with any other person(s) to the fullest extent permitted by law.

If you are a covered borrower under the Military Lending Act, 10 USC sec. 987, this loan will not be secured by a consensual security interest in any of your accounts unless you specifically agree to establish a deposit account in connection with this VISA Credit Card account ("Secured Account"). Only funds deposited into the Secured Account after your VISA Credit Card account is opened will secure this account.

CALCULATION OF INTEREST CHARGES: For purposes of this section, "Advances" includes Cash Advances and Balance Transfers. If payment in full of the entire New Balance shown on your Statement for the previous billing cycle was received by us by the Payment Due Date, we will not assess periodic Interest Charges on the Purchase portion of your Account balance. Periodic Interest Charges are imposed on Purchases when the New Balance shown on the previous Statement is not paid in full by the Payment Due Date, which is at least 25 days after the Statement Closing Date. However, Interest Charges will be assessed and will accrue on any Advance from the date it is posted to your Account until the Advance balance is paid in full, even if we receive payment of the entire New Balance by the Payment Due Date. In other words, there is no period during which an Advance may be repaid without incurring Interest Charges.Interest Charges for each monthly billing cycle will be calculated by multiplying the Average Daily Balance of Purchases by the applicable Monthly Periodic Rate and multiplying the Average Daily Balance of Advances by the applicable Monthly Periodic Rate. We calculate your Average Daily Balance of Purchases by taking the outstanding Purchase balance (the amount you owe) at the beginning of each day, adding new Purchases and applicable debit transactions, and subtracting credits and payments as described in this Agreement. We also include any unpaid Late Charges and Interest Charges. The result is the daily Purchase balance. We add the daily Purchase balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. The result is the Average Daily Balance of Purchases for that billing cycle.We calculate your Average Daily Balance of Advances by taking the outstanding Advance balance at the beginning of each day, adding new Advances and applicable debit transactions, and subtracting credits and payments as described in this Agreement. We also include any unpaid Late Charges and Interest Charges. The result is the daily Advance balance. We add the daily Advance balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. The result is the Average Daily Balance of Advances for that billing cycle. The actual periodic Interest Charges will be shown on your Statement. You will be charged Interest Charges only through the date you repay your applicable Account balance.

Making payments larger than the Minimum Monthly Payment may reduce the total Interest Charges you pay. Partial payments will not advance your next Payment Due Date. A payment that accelerates repayment of your unpaid balance will decrease your periodic Interest Charges, while a payment that delays repayment will increase your periodic Interest Charges.

ANNUAL PERCENTAGE RATE: The VISA Classic Annual Percentage Rate for Purchases is 16.5% with a corresponding Monthly Periodic Rate of 1.375% to the portion of the Average Daily Balance of Purchases that is less than or