

United Catholics Federal Credit Union
VISA® CREDIT CARDS (Classic and Secured) AGREEMENT AND DISCLOSURE
[PLEASE KEEP THIS BROCHURE FOR OUR RECORDS]

In this Agreement, the words “you” and “your” mean the person or persons who use, authorize the use of, or who sign an application for United Catholics Federal Credit Union VISA® Credit Card. “Card” means the United Catholics Federal Credit Union VISA® Credit Card and any duplicates and renewals United Catholics Federal Credit Union issues to you. “Account” means your VISA® Credit Card line of credit account with United Catholics Federal Credit Union. “Credit Union”, “we”, “us” and “our” mean United Catholics Federal Credit Union.

USING THE ACCOUNT - If your application for a VISA® Credit Card is approved, United Catholics Federal 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 (purchases, 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, which is applied to the principal amount of purchases, cash advances, and balance transfers, unless you are over your credit limit. If you are over your credit limit, you must pay the amount over your credit limit before payments begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to United Catholics Federal Credit Union. United Catholics Federal 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. If your credit limit is increased, you are immediately responsible for the new credit limit and any increase in the Account Balance even when it differs from an amount previously agreed in writing or orally.

USING THE CARD - You may use your card to purchase goods and services in person, online, and by mail or telephone from merchants and others who accept VISA® cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions, select merchants participating in the VISA® Program and from automated teller machines (ATMs), such as the VISA® ATM Network, that provide access to the VISA® system (not all merchants or ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

ILLEGAL USE OF VISA CREDIT CARD - You agree that your VISA® Credit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including, but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold United Catholics Federal Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

PROMISE TO PAY - You agree to pay all charges (purchases, cash advances, balance transfers, convenience checks or any other charges made) to your account made by you or anyone who you authorize to use your account. You also promise to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with United Catholics Federal Credit Union. Your obligation to pay the amount owed on your account continues until paid in full even through an agreement, divorce decree, or other court judgement which United Catholics Federal Credit Union is not a party may direct someone else to pay the Account Balance. Each of you who signs the application for a card or who use the Account is individually and jointly responsible for all amounts owed on this Account. This means that United Catholics Federal Credit Union can enforce this Agreement against any of you individually or all of you collectively.

MOBILE PHONES OR OTHER DEVICES - Tablets, Smart phones, and other electronic devices can store Card (such as through a mobile wallet). This means they can be used to make purchase or other transactions. Any such transactions are covered by this agreement. Apps that use your Card to make transactions may have separate terms of use. We are not responsible if you violate those terms, or for any consequences resulting from any violation.

FINANCE CHARGE ON PURCHASES/DEBITS - In order to avoid a FINANCE CHARGE on purchases made since your last statement date, you must pay the Total New Balance shown on your statement on or before your Payment Due Date. The Finance Charges for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance of 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 Purchases, any new Purchases posted to your account and subtracting any payments received as credits and posted to your account, excluding any unpaid Finance Charges. Subject to the above, the grace period for the New Balance of Purchase extends to the Payment due date which is at least 25 days.

FINANCE CHARGES ON CASH ADVANCES AND BALANCE TRANSFERS – You will pay a FINANCE CHARGE on Cash Advances from the day the advance is made until your payment is credited and the advance is paid in full computed as follows: Average Daily Balance-The Finance Charge on Cash Advance begins to accrue on the date you obtain the Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. 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 balance during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any New Cash Advances received, and subtracting any payments as received or credits a posted to your account, but excluding any unpaid Finance Charge.

ANNUAL PERCENTAGE RATE - Our Visa Program is a non-variable rate, which means that your Annual Percentage Rate does not increase or decrease except as otherwise provided in this agreement. Your VISA® Account will be subject to a FINANCE CHARGE (interest) at the ANNUAL PERCENTAGE RATE and corresponding Monthly Periodic Rate for purchases, cash advances and balance transfers as stated on the Account Opening Agreement.

Change in Terms - Changing or Terminating Your Account. The credit union may change the terms of this Agreement, including your ANNUAL PERCENTAGE RATE, from time to time for any reason not inconsistent with law after giving you any advance notice required by law. We may change the terms of this Agreement based on information in your credit report, market conditions, business strategy, or for any other reason. If we notify you of a change, we may do so on your periodic statement, we may send you a separate written notice, either of which may be sent to you in an electronic format if you have agreed to receive notices from us electronically. Your failure to exercise any right you may have to reject the change in terms in a timely manner will indicate your agreement to the change. Except as restricted or prohibited by law, any change in terms, will apply to your existing Account Balance as well as to future transactions. Either the Credit Union or any one of you 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 Charges and other charges you owe under this Agreement. The cards you receive remain the property of the Credit Union and you must recover and surrender the cards to the Credit Union upon request or upon termination of this Agreement whether by you or the Credit Union.

Other Charges (Fees) - The following Other Charges will be added to your Account, as applicable:

Copies: If you request a copy of any document, we may charge your account \$1.00 per copy requested. If your request is related to a billing error, however, we will credit any complying charges back to your account.

- **Late Payment Fee** - We reserve the right to charge a late payment fee up to \$29.00 to your account each billing period that the minimum monthly payment is not received by ten (10) days after the due date.
- **Returned Payment Fee** – A fee up to \$29 will be assessed for each payment that is returned unpaid or if the credit union returns your payment for any reason.
- **Cash Advance Fee (Finance Charges)** – You will be charged a cash advance fee of 2% of the amount advanced with a minimum of \$3.00 and up to a maximum of \$25.
- **Card Replacement Fee** – A fee of \$10 will be assessed if your VISA card needs to be replaced due to damage, loss or theft.
- **Expedited Card Delivery Charge** – If you request to have a rush delivery of your VISA Credit Card, you will be assessed a fee of \$10.00 plus courier charges.
- **Research Fee** – If you request research on your account or authorize other to request it, we will charge you a \$25 per hour research fee. We will not charge this fee if you are making an inquiry about an error on your bill.
- **VISA Charge Slip Copy Retrieval** – If you request a copy of a VISA Charge Slip you will be charged a \$10.00 fee per VISA Charge Slip Copy requested.
- **Pin Replacement Fee** – A fee of \$5 will be assessed if you request a replacement of your pin.
- **Card Retrieval through Merchant Fee** – A fee of \$65 will be assessed if your Card is captured by a merchant and the Credit Union must retrieve it from the merchant.

Monthly Payment – Each month, you must pay at least the minimum payment due by the Payment Due Date shown on your monthly periodic statement. You may, of course, 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. The minimum payment is 2.5% of your Total New Balance but not less than \$30, plus the amount of any prior minimum payment that you have not paid. Subject to applicable laws, your payment will be applied to what you owe the credit union in any manner the Credit Union chooses.

Payments by Automatic Transfer – If you request your payment by automatic transfer, you understand and agree that no payment can be made if there are insufficient or uncollected funds in the designated account to make the scheduled payment. Should this occur, you understand and agree that you will not be released from making the minimum payment shown on your statement by the Payment Due Date shown. Automatic transfer will remain in effect until you cancel in writing or the Account Balance has been paid in full.

Default - You will be in default if you fail to make any minimum payment or other required payment by the date that is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file 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 statement in any credit application or credit update. You will also be in 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 immediately terminate this Agreement and require repayment of your outstanding Account Balance plus any Finance Charge and other charges you owe under this Agreement. At the Credit Union's discretion, any shares that were given as security may be applied toward what you owe. To the extent permitted by law you will also be required to pay the Credit Union's collection expenses, including court costs and attorneys' fees.

Liability for Unauthorized Use – If you notice a loss, theft of your card or a possible unauthorized use of your card, you agree to notify us immediately by telephone at (626) 974-4447 or after hours call (866) 437-4961. You will not be liable for any unauthorized use that occurs after you notify us. You agree to cooperate fully in any investigation the Credit Union may conduct in connection with the loss, theft, or possible unauthorized use of your card.

Limitations to Liability for VISA Transactions – If there is unauthorized use on your consumer VISA Card your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA Commercial Cards, ATM cash disbursements or non-VISA PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your Visa Account Card.

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. Pursuant to state 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 obligation.

Returns and Adjustments – Merchants and others who honor the 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, cash advances, and balance transfers. If the amount is \$1 or more, it will be refunded upon written request or will be automatically deposited to your credit union savings after six months.

Foreign Transactions in Foreign Currency – Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States or in a foreign currency may be charged a Foreign Transaction Fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a 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 in each instance, plus a one percentage point (1%) fee charged by the Credit Union.

Foreign Transactions in U.S. Currency – Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of point eight percent (0.8%) ,regardless of whether there is a currency conversion associated with the transaction.

Merchant Disputes – The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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 been unable to obtain satisfaction from the merchant or service provider and; (a) your 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 one hundred (100) miles of your home.

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.

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

Statements and Notices – You will receive a statement each month showing transactions on your Account. Statements and notices will be delivered to you at the most recent mailing or email (if you have requested Estatements) address you have given the Credit Union. Notice sent to any one of you will be considered notice to all. You agree to promptly notify the Credit Union if you change mailing or email address.

Transfer of Account – You cannot transfer or assign your Account to any other person.

Governing Law – This Agreement and your account shall be governed by California law without regard to any conflict of law rules.

Security Interest – If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares for this account, your account will be secured by your pledged shares.

This disclosure supersedes all Disclosures prior to the effective date 1/30/2017.

This notice contains important information 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 the address listed on your statement.

In your letter give us the following information:

- Account Information – 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 error 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: 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 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. Purchase 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 the 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.