

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 account or card.

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. 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 obligations.

14. 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 your written request or automatically after six (6) months.

15. 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.

16. 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.

17. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms.

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

19. 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 your mailing or email address.

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

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

22. Payments by Automatic Transfer. If you request your payment by automatic transfer, you understand and agree that no payment can or will 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 transfers will remain in effect until you cancel in writing or the

Account Balance has been paid in full.

23. Integrated Document(s). Any separate sheet of paper labeled "VISA Account Opening Disclosure", and/or "Security Agreement Securing a VISA Credit Card" which is delivered together with this Agreement is an integrated part of this Agreement.

24. Share Secured VISA Pledge of Shares If you have signed or otherwise agreed to a separate Share Pledge Agreement, you are pledging under the Uniform Commercial Code shares on deposit in your regular share account as collateral. You must, at all times, keep a sum equal to 100% of your Credit Limit on deposit in your regular share account until you repay your entire loan and the Account is terminated or converted. This security interest will cover future Purchases and Advances under this Agreement. If you default, we may apply these shares to repay your loan in accordance with federal or other law. If the amounts pledged are not sufficient to pay off all amounts owed, you agree and acknowledge that you will be responsible for any and all deficiencies including fees, charges and costs, which may have been incurred by the Credit Union as a result of your default. The ANNUAL PERCENTAGE RATE quoted in this Agreement, does not take into account the amount pledged in your regular share account(s).

25. Lien on Shares: If you have voluntarily agreed to a lien on shares in your credit card application, you understand and agree that if you are in default on this Account, we may impress and enforce a lien on all shares (except IRA accounts) then on deposit needed by us to repay the unpaid balance of the Account in accordance with the Federal Credit Union Act and our Bylaws.

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.

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: United Methodist Federal Credit Union, P.O. Box 60651, Montclair, CA 91763.

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 error 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 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. 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: United Methodist Federal Credit Union, PO Box 60651, Montclair, CA 91763. 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.

VARIABLE-RATE VISA® CLASSIC AND PLATINUM CREDIT CARD AGREEMENT

PLEASE KEEP THIS BROCHURE
FOR YOUR RECORDS

This disclosure supersedes all
Disclosures prior to the effective
date shown below.

Effective January 1, 2014

UNITED METHODIST
FEDERAL CREDIT UNION

P.O. Box 60651
Montclair, California 91763
(909) 946-4096 • (800) 245-0433
www.umfcu.org

**VARIABLE-RATE VISA® CLASSIC AND PLATINUM
CREDIT CARD AGREEMENT**

NOTICE: See panel 6 for important information regarding your rights to dispute billing errors.

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 a United Methodist Federal Credit Union Variable-Rate VISA Classic and Platinum Credit Card. “Card” means the United Methodist Federal Credit Union Variable-Rate VISA Classic and Platinum Credit Card and any duplicates and renewals the Credit Union issues to you. “Account” means your Variable-Rate VISA Classic and Platinum Credit Card line of credit account with the Credit Union. “Credit Union,” “we,” “us,” and “our” mean United Methodist Federal Credit Union.

1. Using the Account. If your application for a Variable-Rate VISA Classic and Platinum Credit Card is approved, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your Account Balance exceed your approved credit limit. Each payment you make on the 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. You may request an increase in your credit limit only by written application submitted to the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time, or to increase your credit limit in accordance with applicable law.

2. 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 credit cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions, or 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.

3. 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 the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

4. Responsibility. You agree to pay all charges (purchases, cash advances, and balance transfers) to your account made by you or anyone who you authorize to use your account. You also agree to pay all other charges added to your account, pursuant to the “Other Charges” paragraph below. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree, or other court judgment to which the 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 the Account. This means the Credit Union can enforce this Agreement against any of you individually or all of you collectively.

5. Finance Charges. 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 within twenty-five (25) days of the statement closing date. Otherwise, the Finance Charge on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to your account. We figure the Finance Charge on your account by applying the Daily Periodic Rate to the “average daily balance” of your account. To get the “average daily balance,” we take the beginning balance of your account each day, add any new purchases, cash advances, and balance transfers, and subtract any unpaid other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycles. This gives us the “average daily balance.”

6. Annual Percentage Rate. The Finance Charge for each billing cycle will be the sum of two (2) components:

a. **Foreign Transactions Fee:** The first(1st) component of the FINANCE CHARGE is the Foreign Transactions Fee FINANCE CHARGE and Currency Conversion Fee FINANCE CHARGE.

Foreign Transactions Fee. Transactions processed outside of the United States 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.

Currency Conversion Fee. Purchases, Cash Advances, and credits made in foreign currencies will be billed to you in U.S. dollars. If currency conversion is required, the conversion to U.S. Dollars will be made in accordance with Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing such transactions 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 a Currency Conversion Fee of point two percent (0.2%). The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

b. **Daily Periodic Rate:** The second (2nd) component of the FINANCE CHARGE is the Daily Periodic Finance Charge for Purchases, Cash Advances, and Balance Transfers.

The Daily Periodic Rate used in calculating the Daily Periodic Finance Charge for Purchases, Cash Advances, and Balance Transfers is based upon the Prime Rate as published in the Money Rates Section of the print edition of The Wall Street Journal (the “Index”). Your ANNUAL PERCENTAGE RATE for Purchases, Cash Advances, and Balance Transfers is determined by adding the “Margin” (set forth in the enclosed Account Opening Table) to the Index in effect on each Annual Percentage Rate Adjustment Date. Your initial Daily Periodic Rate for Purchases,

Cash Advances, and Balance Transfers is set forth on the enclosed Account Opening Table (the corresponding initial ANNUAL PERCENTAGE RATE for Purchases, Cash Advances, and Balance Transfers is set forth on the enclosed Account Opening Table). Your Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers may increase or decrease on the first day of each month. These dates shall be known as “Adjustment Dates.” Any such change will be based on an increase or decrease in the Index as published on the 16th day of the previous month. In the event that the Prime Rate ceases to be published, changes in your Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers will be related to a comparable Index as permitted under the “Change in Terms” paragraph below. We may waive an increase in the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers at a future date when we are entitled to do so. The maximum **ANNUAL PERCENTAGE RATE** for Purchases, Cash Advances, and Balance Transfers is **18%**, except that the maximum Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers will not exceed the maximum Annual Percentage Rate permissible under applicable law. There is no minimum Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers under this Agreement. There are no annual, quarterly, or other limitations on changes in the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers under this Agreement. Decreases in accordance with the terms of this Agreement are mandatory. Increases in accordance with the terms of this Agreement are at our discretion. Any increase or decrease in the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers will result in changes in the amount of the payments you are required to make to repay the Account Balance.

The Daily Periodic Rate for Purchases, Cash Advances, and Balance Transfers is determined by dividing the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers by 365 and will change when the Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers changes.

7. 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 applicable law after giving you any advance notice required by law. 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 to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union.

8. Other Charges. The following Other Charges will be added to your Account, as applicable:

LATE PAYMENT FEE: We reserve the right to charge a late payment fee up to \$25.00 to your account each billing period that the minimum

monthly payment is not received by five (5) days after the due date.

RETURNED PAYMENT FEE: A fee of up to \$25.00 will be assessed for each payment that is returned unpaid to the Credit Union.

CARD REPLACEMENT FEE: A fee of \$25.00 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 Classic Card, you will be assessed a fee of \$45.00, plus courier charges.

VISA CHARGE SLIP COPY RETRIEVAL: You will be charged a \$5.00 fee if you request a copy of a VISA Charge Slip Copy.

PIN REPLACEMENT FEE: A fee of \$10.00 will be assessed if you request a replacement of your PIN.

UMFCU VISA CONVERSION FEE: \$25.00. If you request that we upgrade your Visa Classic account to a Visa Platinum account, you will be charged a Visa Conversion Fee of \$25 upon conversion.

9. Monthly Payment. Each month, you must pay at least the minimum payment shown on your statement by the Payment Due Date shown. 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 2.0% of your Total New Balance but not less than \$25.00, plus the amount of any prior minimum payments that you have not paid and any overlimit amount, if any. Subject to applicable law, your payments will be applied to what you owe the Credit Union in any manner the Credit Union chooses.

10. 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 if you 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 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 towards 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.

11. Liability for Unauthorized Use. If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should notify us immediately by calling us at: 800.245.0433. 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.

12. Limitations to Liability for VISA Transactions. If there is unauthorized use on your consumer Variable-Rate VISA Credit 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