



CREDIT UNION

NuVision Credit Union

P.O. Box 1220

Huntington Beach, CA 92647-1220

nuvisionfederal.org

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

PLEASE KEEP THIS BROCHURE FOR YOUR RECORDS

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE EFFECTIVE DATE SHOWN BELOW.

EFFECTIVE SEPTEMBER 1, 2017

NUVISION FEDERAL CREDIT UNION VISA CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Effective 9-1-17

In this Agreement and Disclosure Statement the words "you" and "your" mean each and all of those who apply for or use the NuVision Federal Credit Union Visa® Card and/or Visa Account. "Card" means the VISA Credit Card and any duplicates and renewsals the Credit Union issues to you. "Account" means your VISA Credit Card Account with the Credit Union. The terms "we", "us", "our" and "Credit Union" mean NuVision Federal Credit Union d/b/a NuVision Credit Union.

OBLIGATION: By applying and receiving, signing, using or permitting another to sign or use the Card and/or Account issued by the Credit Union, you agree to be bound by the following terms and conditions as set forth herein and any subsequent amendments hereto.

SIGNATURE: You should sign the back of your Card as soon as you receive it to help protect your Account from unauthorized use. However, your liability does not depend on whether you sign your Card.

AUTHORIZATION AND PAYMENT: You authorize us to pay and charge your Account for all Purchases, Cash Advances or Balance Transfers made or obtained by you or anyone you authorize to use your Card or Account. You will be obligated to pay all such Purchases, Cash Advances and Balance Transfers charged to your Account whether resulting from: (1) actual use of your Card; or (2) mail order or telephone, computer, or other electronic Purchases made without presenting the Card; or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). You promise to pay us or to our order in U.S. Dollars with an instrument drawn on a financial institution in the United States at our office or at the address set forth on your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on your Account, and any other charges and fees which you may owe us under the terms of this Agreement and Disclosure Statement (the "Account Balance"). Payments will continue until you have paid in full the Account Balance.

PURCHASES AND ADVANCES: You may make Purchases and request Advances or Balance Transfers in accordance with then current loan policies up to your Credit Limit. You understand and agree that all Purchases and other transactions requested by you or anyone you have permitted to use the Card(s) and/or Account are subject to our approval.

USING THE CARD: Three (3) types of credit are available to you under your Account.

1. **Purchases:** You may use your Card and/or Account to pay for goods and services at participating VISA Card merchants.
2. **Cash Advances:** You may use your Card to obtain cash from a participating financial institution or from an authorized Automated Teller Machine (ATM) along with a Personal Identification Number (PIN) issued by us or selected by you.
3. **Balance Transfer:** You may transfer balances to your Account from other creditors, provided that we in our sole and absolute discretion approve your request. Balance transfers are subject to a \$500 minimum transfer amount requirement.

Your Card, Checks and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

REQUEST FOR LOAN / CREDIT LIMIT: Your Account has a Credit Limit that is established by us. We may increase or decrease your Credit Limit at any time and we may notify you of such increase or decrease by mail or through a statement sent to the primary Accountholder's address of record, in accordance with applicable legal requirements. We will provide you oral or written notice of any decrease in your Credit Limit. If you object to any Credit Limit increase, you must notify us immediately. You or your joint applicant for the Account may request a change to the Credit Limit orally, in writing, or electronically, but any such request must be approved by us. 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 to orally or in writing.

The Card(s) remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account. You are responsible for safekeeping of the Card.

CREDIT INFORMATION: You authorize us to investigate your credit standing when opening, renewing, or reviewing the Account, and you authorize us to disclose information regarding the Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized by law.

CHANGE OF TERMS: Account and Agreement terms are not guaranteed for any period of time. You understand and agree that we may amend, modify, add to, or delete from this Agreement and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any INTEREST CHARGE, Transaction Fee, or other FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Daily Periodic Rate, and/or fee in accordance with applicable laws. If required by applicable law, we will mail a notice of the change to you at your last known address. You also understand that in the event of a significant change, as defined under the Federal Truth in Lending Act, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If we are required by applicable law to provide you a right to reject significant changes to this Agreement and Disclosure Statement prior to the effective date of such changes, we will provide you with an explanation of how to reject the significant changes, unless you fail to make a required minimum payment within sixty (60) days after its due date. We may change the terms of this Agreement and Disclosure Statement based on information in your credit report, market conditions, business strategy or for any other reason. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing, by you.

INTEREST RATES AND INTEREST CHARGES: You understand that a portion of your FINANCE CHARGES incurred during a billing cycle will include your INTEREST CHARGES incurred during that billing cycle. The INTEREST CHARGE for a billing cycle will be calculated by applying your Daily Periodic Rate to your Average Daily Balance. You understand and agree that under the "Change of Terms" section above, we have the right in our sole and absolute discretion to change the amount of any ANNUAL PERCENTAGE RATE, Daily Periodic Rate and/or INTEREST CHARGE that may apply to your Account.

Daily Periodic INTEREST CHARGE, Daily Periodic Rate, and ANNUAL PERCENTAGE RATE for Cash Advances, Balance Transfers, and Purchases: The Daily Periodic Rate used in calculating the Daily Periodic INTEREST CHARGE (and the corresponding ANNUAL PERCENTAGE RATE) for Cash Advances, Balance Transfers, and Purchases are disclosed on the enclosed Visa Credit Card Acceptance Letter the terms of which are incorporated herein by this reference.

PENALTY ANNUAL PERCENTAGE RATE: A penalty ANNUAL PERCENTAGE RATE of 17.99% (corresponding Daily Periodic Rate of .0492877%) may be applied to your Account Balance if you fail to make a payment when due or you make a payment that is returned. We will provide you notice of such penalty ANNUAL PERCENTAGE RATE at least forty-five (45) days prior to the effective date of the penalty ANNUAL PERCENTAGE RATE and such notice will inform you which future transactions and/or outstanding balances are subject to the penalty ANNUAL PERCENTAGE RATE.

Generally, the penalty ANNUAL PERCENTAGE RATE will apply to future transactions that occur more than fourteen (14) days after we provide you notice of the penalty ANNUAL PERCENTAGE RATE increase and will revert to the applicable ANNUAL PERCENTAGE RATE set forth in the Visa Credit Card Acceptance Letter, provided that you make six (6) consecutive Minimum Monthly Payments when due beginning with the first (1st) payment due after the effective date of the increase.

However, if you fail to make a Minimum Monthly Payment within sixty (60) days after its Payment Due Date, the penalty ANNUAL PERCENTAGE RATE will apply to all outstanding balances and future transactions. In such event, your ANNUAL PERCENTAGE RATE will cease applying to transactions that occurred prior to or within fourteen (14) days of provision of the notice and will revert to the applicable "standard" ANNUAL PERCENTAGE RATE set forth above, provided that you make six (6) consecutive Minimum Monthly Payments when due beginning with the first (1st) payment due after the effective date of the increase.

MILITARY LENDING ACT DISCLOSURE: 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(s) may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The cost associated with credit insurance premiums; fee 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).

Please call us at (866) 321-5969 to receive oral disclosures.

TRANSACTION FEES: You understand that, in addition to INTEREST CHARGES incurred during a billing cycle another portion of your FINANCE CHARGES incurred during a billing cycle may include Transaction Fees incurred during that billing cycle. You understand and agree that under the "Change of Terms" section above, we have the right in our sole and absolute discretion to change the amount of any Transaction Fee that may apply to your Account. Your Transaction Fees for a billing cycle will be the sum of the three (3) components below, each of which is a FINANCE CHARGE.

1. **Cash Advance Fee:** One (1) component of the Transaction Fee is the Cash Advance Fee. Cash Advance transactions are subject to a Cash Advance Fee of 3% of the amount of the Advance, and are posted to the Account during the billing cycle (minimum fee of \$10.00, maximum fee not to exceed \$100.00 per advance).
2. **Foreign Transactions Fee:** The second (2nd) component of the Transaction Fee is the Foreign Transactions Fee. International Purchases, Cash Advances, and credit transactions in a currency other than U.S. dollars are subject to a Foreign Transactions Fee of 1% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle. International Purchases, Cash Advances, and credit transactions that are made in U.S. dollars are subject to a Foreign Transactions Fee of 0.8% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle.
3. **Balance Transfer Fee:** The third (3rd) component of the Transaction Fee is the Balance Transfer Fee. Balance Transfer transactions are subject to a Balance Transfer Fee of \$10 or 3% of the amount of the Transfer, whichever is greater (maximum limit \$100) and are posted to the Account during the billing cycle per Balance Transfer transaction.

The above Transaction Fees and other fees for the billing cycle will be shown on your periodic statement.

HOW TO COMPUTE THE ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED; AVERAGE DAILY BALANCE (INCLUDING NEW ADVANCES):

We figure a portion of the INTEREST CHARGE on your Account by applying the Cash Advance Daily Periodic Rate to the Average Daily Balance of Cash Advances (including current Cash Advances). To get the Average Daily Balance of Cash Advance transactions we take the beginning balance of Cash Advance transactions on your Account each day, add any new Cash Advances, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives us the daily balance of Cash Advance transactions. Then, we add up all the daily balances of Cash Advance transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Cash Advance transactions.

There is no grace period in order to avoid the imposition of INTEREST CHARGES on Cash Advances.

HOW TO COMPUTE THE BALANCE TRANSFER BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED; AVERAGE DAILY BALANCE (INCLUDING CURRENT BALANCE TRANSFER TRANSACTIONS)

We figure a portion of the INTEREST CHARGE on your Account by applying the Balance Transfer Daily Periodic Rate to the Average Daily Balance of Balance Transfers (including current Balance Transfers). To get the Average Daily Balance of Balance Transfer transactions we take the beginning balance of Balance Transfer transactions on your Account each day, add any new Balance Transfer transactions, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives us the daily balance of Balance Transfer transactions. Then, we add up all the daily balances of Balance Transfer transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Balance Transfer transactions.

There is no grace period in order to avoid the imposition of INTEREST CHARGES on Balance Transfers.

HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES, UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED; AVERAGE DAILY BALANCE (INCLUDING NEW PURCHASES); AVERAGE DAILY BALANCE (INCLUDING NEW PURCHASES):

We figure a portion of the INTEREST CHARGE on your Account by applying the Purchase Daily Periodic Rate to the Average Daily Balance of Credit Purchases (including current Purchase transactions). To get the Average Daily Balance of Purchase transactions we take the beginning balance of Purchase transactions on your Account each day, add any new Purchases, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives us the daily balance of Purchase transactions. Then, we add up all the daily balances of Purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Purchase transactions.

You have at least a 25 day grace period from the close of each billing cycle to pay the New Balance without incurring additional INTEREST CHARGES provided that either: (1) we received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the previous billing cycle's periodic statement; or (2) the previous billing cycle's ending balance was \$0. If you have a grace period to pay the New Balance for any billing cycle, and do not pay the New Balance in full during this grace period, INTEREST CHARGES will be assessed on any portion of the New Balance not paid during the grace period using the Average Daily Balance method as explained above. The Payment Due Date disclosed on each periodic statement provided to you is the last day of your grace period for that statement's billing cycle.

This determines our total INTEREST CHARGE for the billing cycle. Actual INTEREST CHARGES will be shown on your periodic statement. The combination of periodic INTEREST CHARGES, Cash Advance Fee, Balance Transfer Fee, and Foreign Transactions Fee, will not exceed the ANNUAL PERCENTAGE RATE permitted under applicable law.

MINIMUM PAYMENT: Every month, you must pay at least the Minimum Payment Due by the Payment Due Date shown on your periodic statement. By separate agreement, you may authorize us to automatically transfer the Minimum Payment Due from your Credit Union share or share draft account. You may of course, pay more frequently, pay more, or pay the Account Balance in full, and you will reduce your periodic INTEREST CHARGE by doing so. The Minimum Payment Due will be either: (a) 2.0% of your Account Balance, or \$10.00, whichever is greater; or (b) my Account Balance, if it is less than \$10.00.

In addition, you must pay any amount on your periodic statement listed as past due and any late charge. Lastly, at any time your Account Balance exceeds your Credit Limit, you must pay the excess in addition to any Overlimit Charge.

You understand and agree that any Minimum Monthly Payment made by you will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic INTEREST CHARGES, Transaction Fees, and other FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (c) outstanding balances of Cash Advances, Balance Transfers, and Purchases previously billed; and (d) current Cash Advances, Balance Transfers, and Purchases. If two or more transactions are posted on the same day, your payment will be applied first to the smaller of them. Any payment you make in excess of the Minimum Monthly Payment will be applied to your balances subject to the highest ANNUAL PERCENTAGE RATE first, then to balances subject to lower ANNUAL PERCENTAGE RATES, in descending order of ANNUAL PERCENTAGE RATES until all balances subject to an ANNUAL PERCENTAGE RATE are paid in full. Thereafter, we will apply all payments in excess of the Minimum Monthly Payment, if applicable, in the same order as we apply the Minimum Monthly Payment.

You must pay us directly and we must receive your payment and the remittance stub on or before the Payment Due Date in order for your Account to be credited by the Payment Due Date. All payments must be in U.S. dollars by check drawn on or a money order issued by a U.S. financial institution, naming us as payee. You must not send cash.

PREPAYMENT OR IRREGULAR PAYMENTS: Though you need only pay the Minimum Payment Due, you understand that you have the right to repay your Account Balance at any time without penalty. You also understand and agree that you will only be charged INTEREST CHARGES to the date you repay your entire Account Balance. You may make larger payments without penalty and this may reduce

the total amount of INTEREST CHARGES that you will repay. If you pay more than the Minimum Payment Due in any month and there is still a balance due, you must continue to make Minimum Payments in future months. Any partial payment of your Account Balance will not advance your next payment due date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your Account Balance will (a) increase or (b) decrease your Daily Periodic INTEREST CHARGE.

PAYMENTS BY AUTOMATIC TRANSFER: If you request 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 sub-account to make the scheduled payment. **Should this event occur, you understand and agree that you will not be released from making the payment.** Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Agreement is paid in full. We may cancel this service at our discretion.

TERMINATION: We may terminate this Agreement and Disclosure Statement upon your default. Either you or us may terminate this Agreement and Disclosure Statement for other good cause. In no event shall any termination relieve you of your obligation to repay the entire Account Balance. You agree to return all the Cards issued to you or any party designated by you. In the event of termination, all amounts owing pursuant to this Agreement and Disclosure Statement shall become immediately due and payable without demand or further notice at our option at the current ANNUAL PERCENTAGE RATE until paid. If you fail to pay the entire outstanding Account Balance upon demand, you agree to pay all collection costs of the Credit Union, including reasonable attorneys' fees. If you terminate the Account, you will remain liable to us for use of the Card and/or the Account until all Cards are returned to us and the Account Balance is paid in full.

LIEN ON SHARES: If you have voluntarily agreed to a lien on shares in your Visa Application, you understand and agree that if you are in default on the 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 §1757(11) and our bylaws.

Initials: _____

Debt Protection: Debt Protection is voluntary and is not a condition of approval of this loan. It will only be made available if you sign a separate election form.

DEFAULT: You will be in default if: 1) you do not pay on time or in the proper amount(s); 2) you fail to live up to any of the terms of this Agreement and Disclosure Statement; 3) your creditworthiness is impaired; or 4) you die, become insolvent or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Agreement and Disclosure Statement, you agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. You understand and agree that INTEREST CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement and Disclosure Statement will continue to accrue until you repay your entire Account Balance.

ACCELERATION AND COLLECTION COSTS: Upon your default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the Account Balance, including INTEREST CHARGES, Transaction Fees, other FINANCE CHARGES, Late Charges, Overlimit Fees and our collection costs, reasonable attorney's fees, and court costs (collectively, "collection-related charges"). You understand and agree that you will be subject to INTEREST CHARGES (at the applicable Daily Periodic Rate), Transaction Fees, other FINANCE CHARGES, Late Charges, Overlimit Fees and collection-related charges under the terms disclosed in this Agreement and Disclosure Statement, until you repay the entire Account Balance.

UNAUTHORIZED USE: If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at: 7812 Edinger Avenue, Huntington Beach, CA 92647 or call us at: 888-607-4775 / International Number 605-782-3868.

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 any case, your liability will not exceed \$50. Your liability may be lower in cases of Visa® Card fraud in accordance with Current Visa® U.S.A., Inc. Operating Rules.

ELECTRONIC FUND TRANSFER: In the event a use of your Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Services Disclosure and Agreement with you shall govern such transactions to the extent the Electronic Services Disclosure and Agreement expands or amends this Agreement and Disclosure Statement.

RESPONSIBILITY OF BORROWER: You agree to repay us according to the terms of this Agreement and Disclosure Statement for all Purchases, Advances, INTEREST CHARGES, Transaction Fees, other FINANCE CHARGE, Late Charges, and Overlimit Fees (if any) arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards to us. Your obligation to pay the Account Balance continues even though an agreement, divorce decree or other court judgement to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with you for charges he or she makes, plus any FINANCE CHARGES, Overlimit Fees, Other Fees and Charges and expenses provided for in this Agreement and Disclosure Statement, but if that person signs the Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours.

AUTHORIZED USERS: You may allow Authorized Users on your Account by notifying us that you want someone added to your Account as an Authorized User, or by lending your Card or Account Number to another, or by any other ways in which you would be legally considered to have allowed another to use your Account.

FOREIGN TRANSACTIONS: Purchases, cash advances and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. Such regulations provide for either a 0.8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by VISA. The exchange rate between the transaction currency and the billing currency used for processing international 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. 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 will be responsible for the difference.

OTHER CHARGES: The following Other Charges will be added to your Account, as applicable:

- a) ANNUAL FEE: None
- b) RETURNED CHECKS: A fee of \$30.00 will be assessed for each VISA payment check that is returned to the Credit Union for non-sufficient funds. However, the Returned Checks Fee shall not exceed the amount of the Minimum Monthly Payment due or the maximum amount permitted under applicable law.
- c) LATE PAYMENT FEE: We will charge a fee as described below with respect to any monthly billing cycle as a Late Payment Fee on the minimum payment due that is not paid within 5 days after the date the payment is due. However, the Late Payment Fee shall not exceed the amount of the Minimum Monthly Payment due or the maximum amount permitted under applicable law.
 - If your Account Balance is less than \$1,000 the Late Payment Fee is \$10.00
 - If your Account Balance is \$1,000.01 to \$1,250.00 the Late Payment Fee is \$20.00
 - If your Account Balance is \$1,250.01 or greater, the Late Payment Fee is \$25.00

SURRENDER OF CARD(S): The Card(s) remains our property and, if we request, you must surrender to us all Card(s) we have issued on the Account.

LOST OR STOLEN CARDS AND CHECKS: You will notify us AT ONCE if you believe that the Card, Account number, PIN or any combination of the four has been lost or stolen or if you think your Account is being used without your permission, by immediately calling us at (800) 444-6327 between 9:00 a.m. and 4:00 p.m. (Pacific Time), Monday through Friday, excluding holidays and weekends or after Credit Union hours at 888-607-4775 / International Number 605-782-3868.

Telephoning is the best way of keeping your possible losses down. You understand that your total liability to us shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft, or other unauthorized use of the Account and/or Card that occurs prior to the time you give notice to us. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

PAYMENTS MARKED "PAID IN FULL": We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness without being bound by such language or waiving any rights under this Agreement and Disclosure Statement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

DELAY IN ENFORCEMENT: We can delay enforcing any of our rights under this Agreement and Disclosure Statement without losing them.

GOVERNING LAW: You understand and agree that this Agreement and Disclosure Statement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling Federal law. You also understand that California's choice of law rules shall not be applied if they would result in the application of non-California law.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "VISA Credit Card Acceptance Letter," "Share Pledge Agreement Securing a Credit Card" or "Additional Disclosure - Federal Truth-in-Lending Act" which is delivered together with this Agreement and Disclosure Statement is an integrated part of this Agreement and Disclosure Statement.

MEMBERSHIP REQUIREMENT: You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future Purchases and Advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which you do not maintain your membership with us.

TELEPHONE MONITORING: We may listen to and record telephone calls between you and us to monitor and improve the quality of service you receive.

CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS: You understand and agree that you must notify us immediately of any change in your name, address, or employment status.

ACCURACY OF INFORMATION: The information provided in your request for credit (Application) is accurate and you will notify us in writing immediately if there is a change in your financial condition. We may retain the Application. You understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union. We may gather credit and/or employment information we deem necessary and appropriate from time to time and we may give information concerning your credit experience with you to others.

TRANSACTION SLIPS: Your periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other slips cannot be returned with the periodic statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your periodic statement. We may charge a reasonable fee for any photocopies or slips you request.

MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Account and/or Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the merchant.

RETURNS AND ADJUSTMENTS: If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Account to buy goods or services from that merchant. Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to the Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1.00 or more, refund it on your written request or automatically after six (6) months.

RECURRING TRANSACTIONS: If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant when you want to discontinue the recurring transactions or if your Account is closed or a new Account number is issued by us.

PLEDGE OF SHARES: If you have signed a separate Share Pledge Agreement, you understand and agree that you are pledging, under the Uniform Commercial Code, shares now on deposit in your regular share account(s). You understand that you must, at all times, keep a sum equal to your Credit Limit on deposit in your regular share account(s) until you repay your entire Account Balance and the Account is terminated. You understand and agree that this security interest will cover future Purchases and Advances under this Agreement and Disclosure Statement. If you default, we may apply these shares to repay your loan in accordance with federal or other law. You understand that the ANNUAL PERCENTAGE RATE, quoted in the acceptance letter, does not take into account the amount pledged in your regular share account(s).

FOR CREDIT CARD TIPS FROM THE CONSUMER FINANCIAL PROTECTION BUREAU: To learn more about factors when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/learnmore>.

ADDITIONAL TERMS APPLICABLE TO CONVENIENCE CHECKS

CHECK USES: You can use the Visa Convenience Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of your Credit Limit. Use of the Checks is a Cash Advance on your Visa Account.

LIMITATIONS: Checks may not be used to pay any amount you owe under this Agreement and Disclosure Statement or under any other credit agreement or account you have with us. We do not have to pay a Check if: (a) you are in default under this or any other agreement with us, (b) if payment would cause you to exceed your Credit Limit, (c) if your right to use Checks on your Account is cancelled, closed or suspended, (d) your signature or the payee's name or endorsement is missing on the Check or the Check appears altered, or (e) your Check is post-dated. If a post-dated Check is paid resulting in another check being returned or not paid we are not responsible. We are not required to honor a Check that will cause you to exceed your Credit Limit. We will not pay a Check if at the time the Check is presented, you are in default or we have suspended, terminated, or canceled the Account. Each Check must be in the form we have issued to you. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. You are responsible for all authorized use of the Checks.

PERIODIC STATEMENTS: Your periodic statement will show you an itemization of the Checks posted to the Account during the billing cycle. Checks paid by us will not be returned to you with your periodic statement.

RETURNED CHECK FEE: We will charge a fee of \$30.00 per returned Check which will be billed to the Account, if your Check cannot be paid.

STOP PAYMENT: Provided such request is timely so that we shall have a reasonable opportunity to act upon it under our rules, you may order stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect only six (6) months unless renewed in writing. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. We will charge a fee of \$30.00 per Check when you place a stop payment on your Check(s) which will be billed to the Account. The fee will be \$20.00 if made via ABIL Audio Response or Home Banking.

To stop payment on a Check, you must call us at (800) 444-6327 during our business hours of 9:00 a.m. to 6:00 p.m. with the following information: the exact dollar amount of the Check; the Check number; your Account number; the name of the party to whom the Check was written and the name of the person who signed the Check. We will stop payment on the Check if we receive your stop payment request by the business day before the day we pay your Check. You may write to us to cancel the order at any time.

SURRENDER OF CONVENIENCE CHECKS: The Checks are our property. We reserve the right to revoke them at any time. You agree to return them at our request.

If a Card is reported lost or stolen, the Checks are null and void.

You agree to hold us harmless and to indemnify us from any liability incurred due to a delay or misrouting of a Check where the delay or misrouting is caused by markings placed on the Check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.

YOUR BILLING RIGHTS
(Keep this Notice for future use.)

This notice contains important information about your rights and 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, you must write to us at:

Nuvision Credit Union
7812 Edinger Avenue
Huntington Beach, CA 92647

You may also contact us via secure e-mail by visiting our website.

In your letter, you must 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 my bill, you must 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 automatic 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* [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 the payment is due. We may then report me 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 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 have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, you must contact us in writing or electronically at:

Nuvision Credit Union
7812 Edinger Avenue
Huntington Beach, CA 92647
nuvisionfederal.org

You may contact us via secure e-mail by visiting our website.

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.

Signature

Date

Signature

Date