

Visa® Credit Card Agreement and Federal Truth-In-Lending Disclosure Statement

Effective October 1, 2010

In this Agreement and Disclosure Statement, the words YOU, YOUR and YOURS mean each and all those who apply for, sign or use the Card. WE, US, OUR, and OURS mean USE Credit Union. CARD means the Visa Platinum: Classic Series Credit Card, the Visa Platinum: Gold Series Credit Card, the Visa Platinum Plus Credit Card, the Visa Platinum Credit Card, Visa Platinum Student Credit Card Account, Visa Platinum Student Credit Card Account (established before 04/01/2006), Visa Platinum Secured Credit Card, Visa Platinum Membership Credit Card and the Visa Platinum Credit Builder Credit Card issued to you and any duplicates and renewals we may issue. ACCOUNT means your Visa Platinum: Classic Series Credit Card Account, Visa Platinum: Gold Series Credit Card Account, Visa Platinum Plus Credit Card Account, Visa Platinum Credit Card Account, Visa Platinum Student Credit Card Account, Visa Platinum Student Credit Card Account (established before 04/01/2006), Visa Platinum Secured Credit Card Account, Visa Platinum Membership Credit Card Account or Visa Platinum Credit Builder Credit Card Account with us. You agree to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, or permitting others to use one of the cards noted above issued to you by USE Credit Union, you agree as the cardholder to the following terms.

Terms Applicable Only To The Visa Platinum Secured Credit Card

SECURITY AGREEMENT

You understand that this is a savings-secured Visa account and, to protect us if you default on your loan, you are pledging under the California Uniform Commercial Code all funds now, or hereafter, on deposit in your savings account(s) as designated in writing between you and us ("designated savings account").

You understand that you must, at all times, keep a sum as designated on your loan application, on deposit in your designated savings account until the loan is paid in full. You understand that this security interest will cover future purchases and advances under this Agreement. If you default, we may apply the funds in your designated savings accounts to repay your loan in accordance with federal and state law (including but not limited to California Uniform Commercial Code). You understand that the Annual Percentage Rate, under the Agreement, does not take into account the amount pledged in your designated savings accounts. You promise and certify that you own the funds in the designated savings accounts pledged under this Agreement and that there are no liens against them other than ours. You agree to perform all acts that we deem necessary to make our security interest in the funds pledged enforceable.

Terms Applicable Only to the Visa Platinum Student Card Established Before 04/01/2006

How We Determine Changes in the Periodic Rate: The Periodic Rate may increase or decrease during the term of this Agreement. Any such change will be based on an increase or decrease of the "Prime Rate" as published in the Wall Street Journal, (herein "Index"). In the event that the Wall Street Journal ceases publishing the Index, changes in the Periodic Rate will be related to a comparable Index.

Your **ANNUAL PERCENTAGE RATE** is determined by adding **8.0%** to the Index in effect as of each Adjustment Date. The Index in effect as of the date of the Agreement is **11.25%**. We may waive an increase in the **ANNUAL PERCENTAGE RATE** at a future date when entitled to do so.

Your **ANNUAL PERCENTAGE RATE** is subject to change on the day following the "Statement Closing Date" each time there is an increase or decrease in the Index. These dates shall be known as "Adjustment Dates." Decreases in the **ANNUAL PERCENTAGE RATE** in accordance with the terms of the Agreement are at our discretion. If the **ANNUAL PERCENTAGE RATE** and periodic rate increases or decreases, the **FINANCE CHARGE** will increase or decrease. Each change in the **ANNUAL PERCENTAGE RATE** and the Periodic Rate will apply to any balance outstanding on the effective date of such change as well as to future purchases and cash advances.

Your rate will never be higher than **18%** or lower than **8%**.

Terms Applicable To All Card Types

FINANCE CHARGE: The **FINANCE CHARGE** on your account, for each billing cycle, will be the sum of two (2) components:

1. **TRANSACTION CHARGE:** One (1) component of the **FINANCE CHARGE** is a Transaction Charge equal to 2% of the total dollar amount of each cash and other advance transaction posted to your account during the billing cycle or \$1.00, whichever is greater; and
2. **PERIODIC FINANCE CHARGES:** Your account will be subject to a periodic **FINANCE CHARGE** (interest) at the periodic rate and **ANNUAL PERCENTAGE RATE** indicated for your Card type in the "Visa Agreement Rates and Terms" addendum.

How We Compute The Balance Upon Which Periodic FINANCE CHARGES Are Assessed: Separate daily balances are kept for purchases and cash advances. We add the daily balances for the billing cycle and divide the total by the number of days in the cycle to get your average daily balance. To get the daily balance for cash advances, we add new cash advances and subtract any payments or credits. To get the daily balance for purchases, we add new purchases and subtract any payments or credits.

Grace Period for Purchases: If you pay the entire New Balance shown on a statement (both purchase and cash advances) within 25 days after the statement closing date, you will not pay additional **FINANCE CHARGES** on your purchase balance.

Grace Period for Cash Advances: There is no grace period for cash advances. You will always pay a **FINANCE CHARGE** on cash advances from the day you receive the money to the day you repay it. This will be true even if you pay the entire New Balance shown on a statement (both purchase and cash advances) within 25 days after the statement closing date. All **FINANCE CHARGES** for cash advances (including cash advance transaction fees) begin on the "transaction date."

Payment: You promise to repay us at our office all sums advanced to you or any other person you permit to use the account on the terms and at the rates set forth herein. Payments will continue until you have paid in full the unpaid balance, **FINANCE CHARGE** and any other fees or charges. If your **ANNUAL PERCENTAGE RATE** is changed pursuant to the provisions set forth herein, the number of payments required to repay the unpaid balance may be affected accordingly.

Minimum Due Payment: We will mail you a statement at least 21 days prior to your payment due date showing your Previous Balance, the current transactions on your account, the unused credit available under your Credit Limit, the **FINANCE CHARGE** due, the total New Balance, and the Minimum Monthly Payment by the Payment Due Date. By separate agreement, you may authorize us to transfer the Minimum Monthly Payment automatically from your share or share draft account with us. You may, of course, pay more frequently, pay more than the Minimum Monthly Payment, or pay the total New Balance in full, and you will reduce the **FINANCE CHARGE** by doing so. The minimum monthly payment will be either \$15.00 or a payment percentage of your total New Balance up to your credit limit, whichever is greater. Your payment percentage will be determined by your rate or Card type as indicated in the table below:

Rate Range or Card Type	Payment Percentage
0% to 12.99%	1.125%
13.9% to 14.9%	1.25%
15% to 21.9%	2.75%
Visa Student Platinum (established before 04/01/2006)	2.75%

plus any amount which exceeds your Credit Limit and any Amounts "Past Due." We will apply your payments in the following order of succession: unpaid fees or charges; unpaid FINANCE CHARGES; previous purchase balance; previous cash advance balance; current balance of new purchase advances; current balance of new cash advances. If your minimum payment is not sufficient to cover the unpaid fees and FINANCE CHARGES due, your payment may be increased to cover those fees and charges, plus any amount which exceeds your credit limit and any amounts past due.

Late Charge: If your minimum monthly payment is more than 10 days late, you may be charged a late fee. (See Visa Agreement Rates and Terms for current fee amount).

Credit Protection: You understand that Credit Protection Coverage is not required by us to obtain your loan. You acknowledge receiving a copy of a credit protection contract and have made the choice indicated thereon. The monthly cost of the coverage per \$100 or portion thereof of the unpaid balance on the last day of each billing cycle is disclosed on the credit protection contract. The cost of any coverage you have chosen will be added to your principal balance on the statement date each month.

Credit Limit: We will establish a Credit Limit for you. You agree not to let the unpaid balance exceed this Credit Limit. You agree to advise us of any change in your financial condition which may affect your creditworthiness. You agree that you shall update the credit information that you have provided us, from time to time, on our request. You may request an increase in your Credit Limit, but such increases are subject to approval by us.

Advances and Purchases: You may request advances and make purchases in accordance with the current loan policies up to your Credit Limit. You understand that all advances and purchases requested by you are subject to our approval.

Using the Card: To request an advance, or make a purchase, you may:

1. Present the CARD to a participating Visa merchant, to us, or to another financial institution; or
2. Use the CARD in conjunction with your Personal Identification Number (PIN) at an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system.

You agree to retain the copy of the draft or receipt which you receive at the time of the transaction to verify your monthly statement. We reserve the right to make a reasonable charge for photocopies of drafts, receipts or other documents you may request.

Illegal Use of Card: Your CARD may not be used for any illegal transaction or in an illegal manner (e.g., Internet gambling transactions, foreign lottery purchases). We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

Prepayment or Irregular Payments: Though you need only pay the Minimum Monthly Payment, in accordance with the terms and conditions set forth herein, you understand that you have the right to repay your loan at any time without penalty. You also understand that you will only be charged periodic **FINANCE CHARGES** to the date you repay your entire loan. You may make larger payments without penalty and this may reduce the total amount of periodic **FINANCE CHARGES** that you will repay. Any partial payment of your loan will not advance your next payment due date(s). You understand that any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your periodic **FINANCE CHARGES**.

Payments Marked "Paid in Full": We may accept checks, money orders, or other types of payment marked "Paid 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. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized employee of the credit union.

Default: You will be in default 1) if you do not pay on time or in the proper amount; 2) if you fail to abide by the terms of this Agreement; 3) if your creditworthiness is impaired; 4) if you die, become insolvent or are the subject of bankruptcy or receivership proceedings; or 5) when applicable, your security is impaired. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorney's fees, and other expenses. You understand that **FINANCE CHARGES** at the Periodic **ANNUAL PERCENTAGE RATE** as permitted under this Agreement will continue to accrue until you repay your entire loan.

Acceleration and Collection Costs: If you are in default, we may demand immediate payment of the unpaid balance, **FINANCE CHARGES**, late charges, annual fees, and collection costs, if any. You understand that you will be charged late charges, if any, and **FINANCE CHARGES** at the monthly periodic rate (at the Applicable Periodic Rate), late charges, annual fees, and collection costs under the terms disclosed in this Agreement, until you repay your entire loan. You also agree to pay our reasonable attorney's fees and court costs.

Responsibility: You agree to repay us according to the terms of this Agreement for all purchases, advances, **FINANCE CHARGES**, late charges and annual fees, if any, arising from the use of the account by you or any other person you permit to use your account, even if that person exceeds your permission. Any person using the account is jointly and severally responsible with you.

Credits: If a merchant who honors your CARD gives you credit for returns or adjustment, he/she will do so by sending us a credit slip which we will post to your account. If we do not receive credit slips within the same billing period as the original charge and you do not pay the amount of the original charge with your payment for the billing period, **FINANCE CHARGES** will be incurred. If your credits and payments exceed what you owe us, we will hold and apply this credit against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more, or automatically after 6 months.

Change of Terms: This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, or other slips you sign or receive may contain different terms. You understand that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the method of application and the amount of periodic **FINANCE CHARGE**, effective as to any unpaid balance outstanding and any subsequent advance, by mailing a notice of the change to you at your last known address. You also understand that any such notice will be mailed at least forty-five (45) days prior to the effective date of the change as required by Federal or other law. 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. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

Liability for Unauthorized Use: Unless, based on substantial evidence, it is determined that you were grossly negligent in the handling of the account or CARD, you will not be liable for unauthorized use resulting from the loss, theft, or other unauthorized use of the CARD, account number on the CARD, the PIN, or any combination of the three.

Automatic Overdraft Authorization: You authorize us to clear any overdraft(s) on your checking and/or savings accounts by an advance from your account, in the amount of the overdraft, or in such increments as we may from time to time determine subject to the terms of this Agreement. If you are not eligible to receive advances from us under this Agreement, your overdraft(s) may not be covered, your checks may be returned and your savings and/or checking and/or this Account may be closed. Caution: You understand that if your checking and/or savings accounts are held jointly, overdraft protection makes it possible for your joint user to write checks or otherwise access your account which could draw funds from your account(s).

Terms Applicable to All Agreements

Issuance of Personal Identification Number: A Personal Identification Number (PIN) to be used in conjunction with the Visa Credit Card for access to the Visa Global Network will be issued to you shortly after you receive your CARD. For other electronic fund transfers we will issue a PIN upon your request.

Electronic Fund Transfer: In the event a use of your CARD or the account number on your CARD constitutes an electronic fund transfer, the terms and conditions of your electronic fund transfer disclosure shall govern such transactions to the extent your electronic fund transfer disclosure expands or amends this Agreement. Your use of the CARD or the account number on your CARD is your authorization to us to withdraw sufficient funds from your Visa Credit Card account to cover such transactions.

Visa Agreement Rates and Terms: You acknowledge receipt of a copy of our Visa Agreement Rates and Terms, agree to pay such fees and charges, and authorize us to add any fees and charges to your Visa Credit Card account.

Surrender of Card(s): The CARD(S) remain our property and, if we request, you must surrender to us all CARD(S) we have issued on your account.

Refusal to Honor Card: Even though your Visa Credit Card limit may be sufficient to cover a required CARD withdrawal, you recognize that merchants, financial institutions, electronic

terminals and others who accept the CARD or the account number on the CARD may not be liable for the refusal or the inability of such persons or terminals to honor the CARD or complete a CARD withdrawal, or for their retention of the CARD.

Lost or Stolen Card(s): If you believe the CARD, the account number, the PIN, or any combination of the three has been lost or stolen, you will immediately call our 24-Hour Telephone Banking at (866) 873-2448.

Foreign Transactions: Transactions made or processed in foreign countries will be billed to you in US dollars. Conversion to US dollars is determined by 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 up to a 1 percent currency conversion fee. The currency conversion fee will appear as a separate line on your statement for each transaction completed or processed in a foreign country.

Right of Offset: You understand that the use of your card will constitute acknowledgement of receipt and agreement to the terms of the credit card agreement and disclosures. You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law is given as security, are not subject to the security interest you have given in your shares and deposits.

Payable on Demand: You promise to pay us on demand for the amount of the CARD withdrawal that is honored which cannot be paid through an advance on your Visa Credit Card account.

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

Termination: We may terminate this Agreement upon your default. Either you or we may terminate this Agreement for other good cause. In no event shall any termination relieve you of your obligation to repay sums already borrowed, periodic **FINANCE CHARGES**, annual fee, collection costs and late charges, if any.

Transaction Slips: Your monthly statement will identify the merchant, financial institution, or electronic terminal at which CARD withdrawals were made, but sales, cash advance, credit or other slips will not be returned with your statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. We may make a reasonable charge for photocopies of slips you may request.

Delay in Enforcement: We can delay enforcing any of our rights under this Agreement without losing them.

Governing Law: You understand and agree that this Agreement 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 that would result in the application of non-California law.

Integrated Document(s): Any separate sheet of paper labeled "Additional Disclosure – Federal Truth-in-Lending Act" which is delivered together with this form is an integrated part of this Agreement.

Change of Name, Address, Employment Status: You understand and agree that you must report to us any change in your name, address or employment status.

Notice: See the following section entitled Your Billing Rights for important information regarding your right to dispute billing errors.

Consent to Agreement: You acknowledge receipt of this Visa Platinum: Classic Series Credit Card Agreement, Visa Platinum: Gold Series Credit Card Agreement, Visa Platinum Plus Credit Card Agreement, Visa Platinum Credit Card Agreement, Visa Platinum Student Credit Card Agreement, Visa Platinum Secured Credit Card Agreement, Visa Platinum Membership Credit Card Agreement, Visa Platinum Credit Builder Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement by signing the application, by signing the CARD(S), by using the CARD(S) or by authorizing another to use the CARD(S), and you agree to and accept its terms.

Visa Checks

Check Uses: You can use your Visa checks to purchase goods and services or to obtain cash advances up to the amount of your credit limit. Use of your Visa checks is a cash advance on your account and, as such, no grace period will apply.

Limitations: 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 your account has been terminated, suspended or cancelled. Each check must be in the form that has been issued to you. Only the person whose name is on the check may use checks. You are responsible for all authorized use of your Visa checks. You may not use your Visa checks to pay any amount owed on your Visa Credit Card account.

Returned Check Fee: You will be charged a fee per returned check, which will be billed to your account, if your check cannot be paid. This fee will be charged to your Visa Credit Card account and no grace period will apply. See Visa Agreement Rates and Terms for current fee amount.

Stop Payment: Payment cannot be stopped on Visa checks.

Chargebacks: Chargeback rights do not apply to Visa checks.

Surrender of Visa Checks: Visa checks are the property of USE Credit Union. USE Credit Union reserves the right to revoke them at any time. You agree to return them at USE's request.

Your Billing Rights

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act. Keep this notice for future reference.

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to pay your credit card bill automatically from your share or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we will not try to collect any amount you question or report as delinquent and we may continue to bill you for the amount you question, including **FINANCE CHARGES**. We can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, however, you are still obligated to pay the portion of the bill that is not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you may have to pay

FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. Additionally, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us once it is resolved.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the good or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase must be more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the goods or services.

Visa® Agreement Rates and Terms

Rates effective October 1, 2010 and subject to change

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	4.99% Visa Platinum Secured 9.90% Visa Platinum Plus 12.90% Visa Platinum 14.90% Visa Platinum Gold Series 17.90% Visa Platinum Credit Builder/Student Visa 18.90% Visa Platinum Classic Series
Penalty APR and When it Applies	NONE
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.01.
Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard/

Fees	
Annual Fee	NONE – Visa Platinum Secured, Visa Platinum Plus, Visa Platinum, Visa Platinum Gold Series \$5 Visa Platinum Credit Builder / Student Visa \$25 Visa Platinum Classic Series \$35 Visa Platinum Membership
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Foreign Transaction 	NONE 1% of each transaction in U.S. dollars
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Over-the-Credit Limit • Returned Payment 	\$10 if minimum monthly payment is more than 10 days late NONE \$28
Other Fees <ul style="list-style-type: none"> • "MyPic" Photo Visa Card • Card or PIN rush request • Card or PIN to alternate address • Card Reissue Fee 	\$6.95 Origination Fee \$35 \$35 \$5

How We Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement.