

# Visa Disclosure Agreement



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1<sup>ST</sup> NORTHERN CALIFORNIA CREDIT UNION



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CREDIT UNION**

**VISA CREDIT CARD AGREEMENT  
AND  
FEDERAL TRUTH-IN-LENDING  
DISCLOSURE STATEMENT:  
PART 1 OF 2**

**Effective: 6/13/2019**

## Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>7.90%, 8.90%, 9.90%, 11.90%, 14.90% Fixed APR</b> , when you open your account, based on your creditworthiness.
<b>APR for Balance Transfers</b>	No change in APR for Balance Transfers
<b>APR for Cash Advances</b>	No change in APR for Cash Advances
<b>Penalty APR and When it Applies</b>	None
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date and you have paid in full by the previous Payment Due Date. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
- Balance Transfer	Either <b>\$3.00</b> or <b>3.00%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$50.00</b> ).
- Cash Advance	<b>3.00%</b> of the amount of each cash advance, but not less than <b>\$3.00</b> (maximum fee: <b>\$50.00</b> ).
- Foreign Transaction	<b>0.00%</b> of each foreign transaction, regardless of whether the transaction is in U.S. dollars or in a foreign currency.
<b>Penalty Fees</b>	
- Late Payment	Up to <b>\$35.00</b>
- Returned Payment	Up to <b>\$35.00</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Part 2.

Additional Terms and Conditions are provided in the enclosed Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement: Part 2. You understand that Part 1, Part 2 and any amendments thereto make up your Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement.

**1<sup>ST</sup> NORTHERN CALIFORNIA  
CREDIT UNION**

**IMPORTANT - RETAIN FOR YOUR  
RECORDS**

**VISA CREDIT CARD AGREEMENT  
AND FEDERAL TRUTH-IN-LENDING  
DISCLOSURE STATEMENT:  
PART 2 OF 2**

**EFFECTIVE: 6/13/2019**

This document together with Part 1 makes up the Visa Credit Card Agreement and Federal Truth-In-Lending Disclosure Statement (“Agreement”) for the Account identified on page 1 of Part 1. The words YOU, YOUR, and YOURS mean each and all of those who apply for or use the Card and/or VISA Credit Card Account. WE, US, and OUR mean 1ST NORTHERN CALIFORNIA CREDIT UNION CARD means the Premier Plus Visa, Premier Visa, Classic Visa or Shared Secured Visa issued to you and any duplicates and renewals we may issue. ACCOUNT means the line of credit associated with your Premier Plus Visa, Premier Visa, Classic Visa or Shared Secured Visa Account with us.

By requesting and receiving, signing, using, or permitting others to use the Card and/or Account issued to you by us, you agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

**AUTHORIZATION AND PAYMENT:** You authorize us to pay and charge your Account for all Purchases, Balance Transfers and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You will be obligated to pay all such Purchases, Balance Transfers and Cash Advances charged to your Account whether resulting from: (1) actual use of your Card or Convenience Checks; (2) mail order or telephone, computer, or other electronic Purchases, Balance Transfers and Cash Advances made without presenting the Card; (3) an advance on your Account resulting from an overdraft created on your checking account; or (4) 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 (the

“Account Balance”). Payments will continue until you have paid the Account Balance in full.

**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 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, a notice of the change will be mailed to you at your last known address. You also understand that in the event of a significant change in account terms, 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 in account terms as required by applicable law. If we are required by applicable law to provide you a right to reject significant changes to this Agreement 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 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, subject to applicable law.

**VISA FIXED RATE PROGRAM – HOW WE CALCULATE YOUR DAILY PERIODIC INTEREST CHARGE, DAILY PERIODIC RATE, AND ANNUAL PERCENTAGE RATE FOR PURCHASES, CASH ADVANCES AND BALANCE TRANSFERS:**

Our VISA program is a fixed rate program. What this means is your ANNUAL PERCENTAGE RATE does not increase or decrease except as otherwise provided for in this Agreement. The Daily Periodic Rate used in calculating the INTEREST CHARGE is:

0.021644% (corresponding ANNUAL PERCENTAGE RATE OF 7.90%) Secured Visa

0.024384% (corresponding ANNUAL PERCENTAGE RATE OF 8.90%) Premier Plus Visa

0.027123% (corresponding ANNUAL PERCENTAGE RATE OF 9.90%) Premier Visa

0.024384% (corresponding ANNUAL PERCENTAGE RATE OF 8.90%) Regular Classic Visa

**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, in accordance with applicable law. 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, but not less than \$3 and not more than \$50 per advance, and is posted to the Account during the billing cycle.
2. **Foreign Transactions Fee:** The second (2nd) component of the Transaction Fee is the Foreign Transactions Fee. International Purchases, Cash Advances, and credit transactions are subject to a Foreign Transactions Fee of 0% of the amount of the Purchase, Cash Advance, or credit transaction which is posted to the Account during the billing cycle, regardless of whether the international transaction requires a currency conversion.
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 \$3.00 or 3% of the amount of the Transfer, whichever is greater and is posted to the Account during the billing cycle, not to exceed the maximum fee of \$50.00 per Balance Transfer transaction.

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

**CREDIT INFORMATION:** At our request, you will update the credit information that you have provided to us. 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. If you question the accuracy of our reported information to a credit reporting agency, you will write to us at the address listed on your periodic statement with a description of your dispute. If available, you will provide us



with a copy of the credit report in question.

**HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF GOODS AND SERVICES, UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED:** Average Daily Balance (including new purchases).

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Credit Purchases (including new 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 of Purchase transactions 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 periodic statement for the previous billing cycle; or (2) the ending balance of the previous billing cycle 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.

**HOW TO COMPUTE THE CASH ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED:** Average Daily Balance (including new cash advances).

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Cash Advances (including new 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. Cash advance transactions include ATM withdrawals, Visa Convenience Checks, online funds transfers, telephonic funds transfers, and in person Cash Advances at a financial institution's branch from the Account.

**HOW TO COMPUTE THE BALANCE TRANSFER BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED:** Average Daily Balance (including new balance transfers).

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Balance Transfers (including new 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.

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

**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 savings or checking 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 Monthly Payment due will be either: (a) two percent (2%) of your Account Balance or \$20, whichever is greater; or (b) your Account Balance if it is less than \$20. 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 amount over your Credit Limit.

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. Any payment you make in excess of the Minimum Monthly Payment will be applied first to the balances subject to the highest ANNUAL PERCENTAGE RATE and 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.

**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. Credits from merchants may not be applied to the Minimum Payment Due.

**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 savings or checking account to make the scheduled loan 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 Account Balance is paid in full. We may cancel this service at our discretion.

**RECURRING PAYMENTS:** The use of your Account to make preauthorized electronic recurring bill payments constitutes an Electronic Fund Transfer. You may be able to place a stop payment on a preauthorized electronic recurring bill payment in accordance with the terms of our "About Your Credit Union Account" account agreement with you. Any such stop payment order is subject to a Stop Payment Fee of \$20.00 for each stop payment order you give. A stop payment/revocation order does not release you from the obligation to pay for goods and services purchased from merchants.

**CREDIT LIMIT AND CASH ADVANCE LIMIT:** Your Account has a Credit Limit that is established by us. We may

make part of your Credit Limit available for Cash Advances (Cash Advance Limit). There may also be a limit on the amount you can withdraw from automated teller machines (ATMs) in a given period. The Credit Limit and Cash Advance Limit are shown on page one of periodic statement. You agree to manage your Account so that: (1) your Account Balance (including fees and INTEREST CHARGES) is not more than your Credit Limit; and (2) your Cash Advance balance (including fees and INTEREST CHARGES) is not more than your Cash Advance Limit. However, if your Account Balance exceeds your Credit Limit or Cash Advance Limit, you are still obligated to pay 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. If you object to any Credit Limit increase, you must notify us immediately. You or your joint applicant for the Account may request an increase to the Credit Limit orally, in writing, or electronically, but any such request must be approved by us. Any request from you or your joint applicant to reduce or suspend the Credit Limit must be submitted in writing. 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. Purchases and Advances are subject to daily limits that may restrict the full use of your available Credit Limit.

**RETURNED PAYMENT FEE:** If a payment that was applied to your Account is returned to us unpaid for any reason, you will be charged a Returned Payment Fee of up to \$35 as follows: If your payment is returned unpaid for any reason the first time we present it to your financial institution, the fee is \$20. If this happens again within the next six (6) billing periods, the fee is \$35. However, the Returned Payment Fee will not exceed the Minimum Payment Due on the last Payment Due Date before the payment is returned.

**LATE PAYMENT FEE:** You will be charged a Late Payment Fee of up to \$35 as follows: If the Minimum Payment Due is not paid within ten (10) days after the date payment is due, the fee is \$20. If this happens again within the next six (6) billing periods, the fee is \$35. However, the Late Payment Fee will not exceed the Minimum Payment Due.

**CASH ADVANCE FEE:** For each Cash Advance, a Cash Advance Fee of 3% of the amount of the Advance will be charged, which will not be less than \$3, subject to a maximum fee of \$50 for each Cash Advance transaction.

**BALANCE TRANSFER FEE:** You understand that you can request a Balance Transfer transaction, which allows you to pay a portion or the entire balance of a credit card account you maintain with another institution. Any request you make for a Balance Transfer is subject to our approval, based on your Credit Limit, your creditworthiness, and your good standing

as a member. If we approve your requested Balance Transfer transaction, a Balance Transfer Fee of either \$3.00 or 3% of the amount of the Balance Transfer will be charged, whichever is greater, subject to a maximum fee of \$50.00 for each Balance Transfer transaction.

**REPLACEMENT CARD FEE:** You will not be charged a Replacement Card Fee

**RUSH CARD FEE:** You will be charged a Rush Card Fee of \$45 per card or PIN for all rush orders. Defined as any order requiring less than 10 day delivery time.

**DOCUMENT FEE:** If a copy of any periodic statement, sales draft or similar document is provided by us at your request (other than in connection with a billing error inquiry), a Document Fee of \$3.00 may be imposed by us on your Account.

**PURCHASES AND ADVANCES:** You may make Purchases and request Advances 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.

**PROMOTIONAL RATE OFFERS:** From time to time and at our discretion, we may offer you a promotional annual percentage rate for all or any part of your Account Balance, Balance Transfer or future transactions. The period of time for which the promotional ANNUAL PERCENTAGE RATE applies may be limited. Any applicable promotional ANNUAL PERCENTAGE RATE, the corresponding periodic rates, and the period of time during which they are in effect will appear on the offer. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**SIGNATURE REQUIREMENT:** In order for your Card to be valid, you must activate and sign the Card as soon as you receive it.

**USING THE CARD:** You may use your Card to make Purchases or request Advances in accordance with current policies, up to your Credit Limit. Cash Advance transactions may be requested up to a maximum of 100% of your established Credit Limit. Cash advance transactions include ATM withdrawals, Convenience Checks, online funds transfers, telephonic funds transfers, and in person Cash Advances at a financial institution's branch from the Account. All transactions are subject to our approval. To make a Purchase or obtain an Advance, there are two alternative procedures to be followed. One is for you to present the Card or Card number to a participating Visa plan merchant, to us, or to another financial institution, and sign or authorize a Purchase or Cash Advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides

access to the Visa system.

Your Card 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.

**ELECTRONIC FUND TRANSFER:** In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of our “About Your Credit Union Accounts” account agreement with you shall govern such transactions to the extent the “About Your Credit Union Accounts” account agreement expands or amends this Agreement.

**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; (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, 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 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, and other FINANCE CHARGES, late charges, and our collection costs, reasonable attorneys’ 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, and other FINANCE CHARGES, late charges, and collection-related charges under the terms disclosed in this Agreement, until you repay your entire Account Balance.

**RESPONSIBILITY:** You agree to repay us according to the terms of this Agreement for all Purchases, Advances, INTEREST CHARGES, Transaction Fees, and other FINANCE CHARGES, and late charges (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 judgment 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; 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. The Cards remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account.

**UNAUTHORIZED USE:** If you become aware of the loss or theft of your Card or a possible unauthorized use of your Card and/or Account, you should call **(800) 682-6075** or write to us immediately at: **Visa Customer Service P.O. Box 509 Martinez, CA 94553** 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.

**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 savings account(s). You understand that you must, at all times, keep a sum equal to your Credit Limit on deposit in the designated savings account(s) identified on the Share Pledge Agreement 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. If you default, we may apply these shares to repay your Account Balance in accordance with federal or other law. You understand that the ANNUAL PERCENTAGE RATE quoted above does not take into account the amount pledged in your designated regular share account(s).

**INACTIVE ACCOUNT:** If your Account does not have any activity for Twelve (12) consecutive months, it will be considered an inactive account and your ability to take advances against your Credit Limit may be suspended. If your Account is inactive for Twelve (12) consecutive months, we may close it.

**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 the entire Account Balance. You agree to return all the Cards issued to you or any party designated by you.

**PERIODIC BILLING STATEMENTS:** Your Card or other Account activity will be reflected on the Periodic Billing Statement (Statement). Your Statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, paid Convenience Checks, credit, or other slips cannot be returned with the Statement. You agree to retain the copy of such slips furnished at the time of the transaction in order to reconcile your Statement. If you request a copy of any sales draft or similar document, a fee in the amount of \$3.00 per document may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a billing error. Statements will be mailed only to the address of the person named first on the Account.

**AUTHORIZATIONS:** Most transactions require approval of funds. Approvals result in placing a hold against your Credit Limit. We may limit the number or amount of approvals or Purchases and Advances per day or deny transactions when we detect unusual or suspicious activity, even if you have sufficient credit available. We are not liable for failing to approve any transactions and we may, although we are not required to, approve transactions above your available Credit Limit.

**PLAN MERCHANT DISPUTES:** We are not responsible for the refusal of any plan 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 plan 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 plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant. If you dispute a charge with a merchant, we may, in our discretion, credit your Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.

**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. In the event that an international transaction is converted to U.S. dollars the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) 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 (2) the



government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your Card. 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. For Purchases, Advances, and ATM and non-ATM cash transactions, we will charge a Foreign Transaction Fee in an amount equal to zero percent (0%) of the amount provided to us by Visa.

**RETURNS AND ADJUSTMENTS:** 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 a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit slip issued by the merchant. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to your 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.

**LOST OR STOLEN CARD OR CONVENIENCE CHECKS, NOTIFICATION AND LIABILITY:** You will notify us IMMEDIATELY if you believe that your Card, Account number, PIN, Convenience Checks or any combination of the four has been lost or stolen by immediately calling us at (800) 682-6075. 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. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

**CHANGING BENEFITS:** We have the right to add, modify or delete any benefit, service or feature of your Account at our discretion.

**ASSIGNING THIS AGREEMENT:** We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

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

**TELEPHONE MONITORING:** We may listen to and record telephone calls between you and us for the purpose of improving the quality of service you receive.

**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 and agree 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):** You understand and agree that the separate sheet of paper labeled "Visa Credit Card Account Agreement and Federal Truth-in-Lending Disclosure Statement: Part 1 of 2" that is included with this Agreement is incorporated herein by reference and is an integrated part of this Agreement. In addition, any separate sheet of paper, which is delivered together with this Agreement and incorporates this Agreement by reference, is an integrated part of this Agreement. Any future amendments to this Agreement will be labeled as such and will form an integrated part of this Agreement.

**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 or close the Account and/or Card privileges during any period in which you do not maintain your membership with us.

**CHANGE OF PERSONAL INFORMATION:** You understand and agree that you must immediately report to us any change in your name, address, home, work or cellular telephone number, or employment status. You also agree to advise us of any change to your financial condition that may affect your creditworthiness.

**ACCURACY OF INFORMATION:** You represent and warrant that 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 that may affect your creditworthiness. 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 our credit experience with you to others.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

**NOTICE:** See the statement below for important information regarding your right to dispute billing errors.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CONVENIENCE CHECKS**

**CHECK USES:** Convenience Checks (including balance transfer checks) are checks that we may send you to access your Account. The following terms will apply to the use of those checks unless otherwise disclosed with the check. You can use your Convenience Checks to purchase goods and services, to obtain cash up to the amount of your Credit Limit, or to conduct Balance Transfers up to the amount of your Credit Limit. Use of Convenience Checks to purchase goods and services or to obtain cash up to the amount of your Credit Limit is considered a Cash Advance on your Visa Account. We will charge interest beginning as of the date we receive the Convenience Check. You cannot avoid paying interest on Convenience Check transactions. Any special rules applicable to credit card purchases described in this Agreement or any other features pertaining to Card Purchases do not apply to Convenience Checks.

**LIMITATIONS:** We are not required to honor a Convenience Check that will cause you to exceed your Credit Limit. We will not pay a Convenience Check if at the time that it is presented: (1) you are in default or we have suspended, terminated, or canceled your Account; (2) the Convenience Check is not in the form we have issued to you; (3) your signature or the payee's name or endorsement is missing on the Convenience Check or the Convenience Check appears altered; or (4) your Convenience Check is post-dated. Convenience 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 Convenience Checks. You may not use Convenience Checks to make a payment on any other obligation you have with First Northern California Credit Union, including paying any amount that you owe us pursuant to this Agreement. Certain merchants may inform you of their intent to convert your Convenience Check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time you receive a bill. For payments made in person, this notification will be provided at the time payment is made. You understand and agree that Convenience Checks are ineligible for conversion to an ACH debit and if presented by a merchant to us for payment, we are required to reject and return the entry. Using Convenience Checks for payments to merchants who have notified you of their intent to convert your check to an ACH debit may result in merchant returned item fees and/or late charges. You further understand and agree that you may not attempt to authorize a one-time advance from your Account via ACH by providing check information (such as the routing, account, and serial numbers) to a merchant or other payee in person, via the Internet or by telephone for the purpose of having such merchant or other payee electronically initiate a funds transfer. We will not be liable for any fees you incur as a result of our failure to honor a Convenience Check that is

converted to an ACH debit.

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

**RETURNED CONVENIENCE CHECK FEE:** We will charge you a Returned Convenience Check Fee of \$20.00 per returned check which will be billed to your Account if a Convenience Check(s), cannot be paid. We may decline to honor such Convenience Checks if, for example, the amount of the Convenience Check would cause you to exceed your Cash Advance Credit Limit, if you are in default, if you did not comply with the instructions included with the Convenience Check, the Convenience Check appears altered or is missing information, the Convenience Check was used by someone other than the person to whom we sent the Convenience Check, the Card has expired or was revoked, the Account is closed or suspended, or the Convenience Check was converted to an ACH transaction.

**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 a stop payment on a Convenience Check drawn on your Account. If you give us a stop payment orally, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect only for 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. We will charge a Convenience Check Stop Payment Fee of \$20.00 when you place a stop payment on our Convenience Check(s) which will be billed to your Account.

**SURRENDER OF CONVENIENCE CHECKS:** Convenience Checks are our property; we reserve the right to revoke them at any time. You agree to return them at our request.

**MILITARY LENDING ACT DISCLOSURES:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

For MLA information call (888) 387-8632 ext. 856.

## **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement**

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

1st Northern California Credit Union  
P.O. Box 509  
Martinez, CA 94553  
Attention: Visa Department

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us; but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- *If we made a mistake:* You will not have to pay the amount

in question or any interest or other fees related to that amount.

- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent; and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

1st Northern California Credit Union  
P.O. Box 509  
Martinez, CA 94553  
Attention: Visa Department

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.





1<sup>st</sup> Nor Cal<sup>®</sup>

1<sup>ST</sup> NORTHERN CALIFORNIA CREDIT UNION

P.O. Box 509  
Martinez, CA 94553-0144  
(925) 335-3850  
[www.1stnorcalcu.org](http://www.1stnorcalcu.org)

### **Branch Locations:**

Main Office Branch  
1111 Pine Street  
Martinez, CA 94553

Muir Station Branch  
538 Center Avenue  
Martinez, CA 94553

Pittsburg Branch  
4261 Century Blvd  
Pittsburg, CA 94565

Benicia Branch  
560 First Street, Suite B-106  
Benicia, CA 94510

Richmond Branch  
2500 Nevin Avenue  
Richmond, CA 94804

**Federally insured by**  
**NCUA**

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administrations, a U.S. Government Agency.



We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.



Recommended Five-Star Institution by Bauer Financial "Because peace of mind matters"

[bauerfinancial.com](http://bauerfinancial.com)