



P.O. Box 509
Martinez, CA 94553-0144
(888) 387-8632

Open-End Credit Agreement & Federal Disclosure Statement

1st Northern California Credit Union Open-End Line of Credit Agreement and Federal Disclosure Statement

In this Open-End Line of Credit Agreement and Federal Disclosure Statement (“Agreement”), the words “I,” “me,” “mine” and “my” mean each and all of those who apply for or use the Line of Credit Account opened pursuant to this Agreement (“Account”). The words “you,” “your,” “yours” and “Credit Union” mean 1st Northern California Credit Union.

LOAN ACCOUNT: My Account will be an open-end (revolving) loan. This means that I can borrow the full amount of my Credit Limit, repay the principal and interest in full or in part, and borrow again up to my Credit Limit as long as I continue to be creditworthy and am otherwise not in default under the terms and conditions of this Agreement. If there is more than one borrower on this Account, I understand that each borrower can borrow up to the full amount of the Credit Limit and that I am liable for repayment of all sums advanced to any borrower even if I did not receive any of the money advanced or obtain any benefit from the Account. Each person who applied for this Account and signed the Application is jointly and severally responsible to repay all sums advanced under this Agreement.

PAYMENT: I promise to repay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all sums advanced to me or any other person I permit to use this Account on the terms and at the rates set forth herein, plus any INTEREST CHARGES assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement (the “Account Balance”). Payments will continue until I have paid in full the Account Balance.

ACCOUNT ADVANCES: I can request an Account advance under this Agreement either orally, in writing, or electronically via our Accessline or Home Banking service. I may also request and advance, subject to the terms of separate agreements, by use of the Accessline telephone banking service or by overdrawing a Credit Union checking account, if these services are provided by the Credit Union. Account advances can be disbursed in cash, by check payable to me, or by deposit into any of my Credit Union share accounts. If the disbursement is by check payable to me, my endorsement and negotiation of the check will acknowledge my acceptance of the Account advance and the terms of this Agreement. If disbursement is by other means, I agree that you’re honoring of my written, oral or electronic instructions will complete the Account advance and I will be obligated to repay to you under the terms of this Agreement as if I had personally endorsed a loan check. You reserve the right to refuse to give me an Account advance. You will notify me in writing of the reason for any such denial of credit. Account advances may be refused if I have already borrowed up to the Credit Limit set by you, if there has been an adverse change in my credit standing such as not making current loan payments, if I cease to qualify for membership in the Credit Union, or for other similar reasons allowable under state or federal law. You reserve the right to set a minimum Account advance amount. Advances may at no time cause the Account Balance to exceed the Credit Limit.

CREDIT LIMIT: My Account has a Credit Limit that is established by you. The amount of this limit will be based on various factors including current Credit Union loan policy, my ability to pay, and my creditworthiness. You reserve the right to: (1) require me to provide updated financial information; (2) obtain new credit reports; and (3) re-evaluate the Credit Limit on this Account at any time. You will mail a notice of the change in my Credit Limit to me at my last known address, or, if I have agreed to receive legal disclosures and notices from the Credit Union electronically, such notice will be delivered to me in an electronic format. If I object to any Credit Limit increase, I must notify you immediately. If my Credit Limit is increased, I am 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.

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

CHANGE IN TERMS: Account and Agreement terms are not guaranteed for any period of time. I understand and agree that you 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, or other FINANCE CHARGE, ANNUAL PERCENTAGE RATE, monthly periodic rate, and/or fee in accordance with applicable laws. If required by applicable law, you will mail a notice of the change to me at my last known address, or, if I have agreed to receive legal disclosures and notices from the Credit Union electronically, such notice will be delivered to me in an electronic format. I 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 or delivered to me at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. You may change the terms of this Agreement based on information in my 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 me.

WHEN INTEREST CHARGE IS IMPOSED: An INTEREST CHARGE will be assessed on any unpaid balance for the period such balance is outstanding. The INTEREST CHARGE begins to accrue on the date each advance is posted to my Account; there is no grace period.

MONTHLY PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE: The periodic rate used in calculating the INTEREST CHARGE is a monthly periodic rate. For the monthly periodic rate and corresponding ANNUAL PERCENTAGE RATE applicable to my Account, I will refer to the separate page titled “Additional Disclosure – Open-End Line of Credit Agreement and Federal Disclosure Statement” which has been delivered together with this Agreement and is an integrated part of this Agreement. The monthly periodic rate is determined by dividing the ANNUAL PERCENTAGE RATE by 12.

HOW YOU DETERMINE MY ACCOUNT BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED – AVERAGE DAILY BALANCE METHOD (INCLUDING CURRENT TRANSACTIONS): You figure the INTEREST CHARGE on my Account by applying the Monthly Periodic Rate to the daily balance of my Account. To get the daily balance, you take the beginning balance of my Account each day, add any new advances, fees, and subtract any unpaid interest or other finance charges and payments or credits. This gives you the daily balance. Actual INTEREST CHARGES will be shown on my periodic statement.

MINIMUM INTEREST CHARGE: A minimum INTEREST CHARGE of \$.50 will be assessed whenever a Monthly Periodic INTEREST CHARGE is imposed.

MINIMUM MONTHLY PAYMENT: Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or share draft account. I may, of course, pay more frequently, pay more, or pay the Account Balance in full, and I will reduce my periodic INTEREST CHARGE by doing so. The Minimum Payment Due will be \$25.00 or my Account Balance, if it is less than \$25.00. In addition, I must pay any amount on my periodic statement listed as past due and any late charge. Lastly, at any time my Account Balance exceeds my Credit Limit, I must pay the excess. I understand and agree that any Minimum Monthly Payment made by me will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic INTEREST CHARGES and (c) then to the unpaid balance.

PREPAYMENT OR IRREGULAR PAYMENTS: Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand that I will only be charged INTEREST CHARGES to the date I repay my entire Account Balance. I may make larger payments without penalty and this may reduce the total amount of INTEREST CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is



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still a balance due, I must continue to make Minimum Payments in future months. Any partial prepayment of my Account Balance will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my Account Balance will (a) increase or (b) decrease my Monthly Periodic INTEREST CHARGE.

PAYMENTS BY AUTOMATIC TRANSFER: If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated share or share draft account to make the scheduled loan payment. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account Balance is paid in full. You may cancel this service at your discretion.

LAST PAYMENT: I give you permission to deposit the excess of my last payment, if any, to my regular share account.

RETURNED PAYMENT FEE: If a payment that was applied to my Account is returned to you unpaid for any reason, I will be charged a Returned Payment Fee of \$20.00. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in my regular share or share draft account.

LATE CHARGE: If my Minimum Monthly Payment is more than ten (10) days late, I will be charged a late charge of \$20.00. I understand that this charge will be made only once for each late payment.

LIEN ON SHARES: If I am in default, you may impress and enforce a lien on all shares (except IRA Accounts) then on deposit needed by you to repay the unpaid Account Balance in accordance with the Federal Credit Union Act and your bylaws.

DEFAULT: I will be in default if: 1) I do not pay any Minimum Monthly Payment on time or in the proper amount; 2) I fail to live up to any of the terms and conditions of this Agreement; 3) my creditworthiness is impaired; 4) I die, become insolvent or am the subject of bankruptcy or receivership proceedings; or 5) I exceed my Credit Limit. In the event of any action by you to enforce this Agreement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that INTEREST CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement will continue to accrue until I repay my entire Account Balance.

ACCELERATION AND COLLECTION-RELATED CHARGES: If I am in default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account privileges and/or you may demand immediate payment of the Account Balance, including INTEREST CHARGES, other FINANCE CHARGES, late charges and your collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). I understand and agree that I will be subject to INTEREST CHARGES at the ANNUAL PERCENTAGE RATE in effect at the time on the unpaid balance, and other FINANCE CHARGES, late charges, and collection-related charges under the terms disclosed in this Agreement, until I repay the entire Account Balance.

FUTURE ADVANCES: I may request advances in accordance with your current loan policies up to my Credit Limit by written or oral request or by such additional credit devices (including, but not limited to, access by audio response telephone banking, online banking and loan drafts drawn by me) as you may offer from time to time. I understand and agree that all advances requested by me are subject to your approval and may be periodically be reviewed by you.

AUTOMATIC OVERDRAFT AUTHORIZATION: I understand that the following transactions may result in an overdraft (i.e., negative balance) in my share draft account: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your bill pay service, or other withdrawal requests authorized by me including, but not limited to, ATM transactions, VISA Debit Card transactions, point-of-sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (2) the return (unpaid) of items deposited by me; (3) the imposition of service charges by you; or (4) the deposit of items which are treated as not yet "available" according to your Funds Availability Policy. I authorize you to clear any overdraft(s) on my share draft account with you by an advance from the Account in the amount of the overdraft, subject to the terms of this Agreement. I will be charged a \$2.00 overdraft fee each time an automatic overdraft protection transfer is made. If I overdraw my share draft account by any of the means described in this paragraph, the amount of the overdraft, plus the amount of the overdraft fee, up to the unused Credit Limit for this Account, will be added to my Account Balance under this Agreement if and when you pay the check or other item. If I am not eligible to receive advances from you under this Agreement, my checks or other items may be returned and my Account closed.

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

TERMINATION: You may terminate this Agreement, reduce my Credit Limit, or suspend my borrowing privileges upon adverse reevaluation of my creditworthiness or my default. Either you or I may terminate this Agreement for other good cause. In no event shall any termination, reduction in my Credit Limit, or suspension of my borrowing privileges relieve me of my obligation to repay the entire Account Balance, collection-related charges, late charges, if any, and INTEREST CHARGES.

CHANGE OF NAME, ADDRESS, AND EMPLOYMENT: I agree to notify you of any change in my name, address or employment.

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

PAYMENTS MARKED "PAID IN FULL": You 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.

DELAY IN ENFORCEMENT: You can delay enforcing any of your rights under this Agreement without losing them.

GOVERNING LAW: I 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. I also understand and agree 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 – Open-End Line of Credit Agreement and Federal Disclosure Statement" which is delivered together with this Agreement is an integrated part of the Agreement.

MEMBERSHIP REQUIREMENT: I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account privileges. I understand and agree that you may suspend or close the Account during any period in which I do not maintain my membership with you.

COPY RECEIVED: I acknowledge receipt of a copy of this Open-End Line of Credit Agreement and Federal Disclosure Statement as well as any Additional Disclosure delivered together with this Agreement and agree to and accept their terms.



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ADDITIONAL TERMS APPLICABLE TO LINE OF CREDIT CHECKS

CHECK USES: Line of Credit Checks (“Check” or “Checks”) are checks that you may send me to access my Account. Use of the Checks is an advance on the Account.

LIMITATIONS: You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if at the time that it is presented: (1) I am in default or you have suspended, terminated, or canceled my Account; (2) the Check is not in the form you have issued to me; (3) my signature or the payee’s name or endorsement is missing on the Check or the Check appears altered; or (4) my Check is post-dated. Checks may be used only by the person(s) whose name(s) is/are printed on the check. I am responsible for all authorized use of Checks. I may not use Checks to make a payment on any other obligation I have with Contra Costa Federal Credit Union, including paying any amount that I owe you pursuant to this Agreement. Certain merchants may inform me of their intent to convert my Check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time I receive a bill. For payments made in person, this notification will be provided at the time payment is made. I understand and agree that Checks are ineligible for conversion to an ACH debit and if presented by a merchant to you for payment, you are required to reject and return the entry. Using Checks for payments to merchants who have notified me of their intent to convert my check to an ACH debit may result in merchant returned item fees and/or late charges. I further understand and agree that I may not attempt to authorize a one-time advance from my 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. You will not be liable for any fees I incur as a result of your failure to honor a Check that is converted to an ACH debit.

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

RETURNED CHECK FEE: You will charge a fee of \$20.00 per returned Check which will be billed to my Account if a Check(s) cannot be paid.

STOP PAYMENT: I may order stop payment on a Check by notifying you either orally or in writing. Oral stop payment orders must be confirmed in writing within fourteen (14) days. Written stop payment orders will remain in effect for six (6) months unless renewed in writing. You will charge a fee of \$20.00 when I place a stop payment on a Check(s), which will be billed to my Account.

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

MY BILLING RIGHTS: Keep this Notice for future use.

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

What To Do If I Find a Mistake on My Statement

If I think there is an error on my statement, I must write to you at:

1st Northern California Credit Union
PO Box 509
1111 Pine Street
Martinez, CA 94553

I may also contact you via secure e-mail by visiting your website, <https://www.1stnorcalcu.org>.

In my letter, I must give you the following information:

- *Account information:* My name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If I think there is an error on my bill, I must describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

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

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

What Will Happen After You Receive My Letter

When you receive my letter, you must do two things:

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

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

- You cannot try to collect the amount in question, or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my Account Balance.
- You can apply any unpaid amount against my Credit Limit.

After you finish your investigation, one of two things will happen:

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

If I receive your explanation but still believe my bill is wrong, I must write to you within *10 days* telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us.

If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.



**ADDITIONAL DISCLOSURE – OPEN-END LINE OF CREDIT AGREEMENT
AND FEDERAL DISCLOSURE STATEMENT**

Loan Product	Credit Score	Annual Percentage Rate	Daily Periodic Rate
1 st Line Of Credit	750 and Up	7.90%	0.02164%
	700 - 749	8.90%	0.02438%
	680 - 699	9.90%	0.02712%
	660 - 679	10.90%	0.02986%
	640 - 659	12.90%	0.03534%
	639 and Below	14.90%	0.04082%
Minimum Interest Charge:	If you are charged interest, the charge will be no less than \$.50.		
Paying Interest:	I will be charged interest from the transaction date.		
Fees:			
• Late Charge:	\$20.00		
• Returned Payment:	\$20.00		
Payment Schedule:			
	\$ 0.00 up to	\$ 2,000.00	\$50.00
	\$ 2,000.01 up to	\$ 2,500.00	\$60.00
	\$ 2,500.01 up to	\$ 3,000.00	\$70.00
	\$ 3,000.01 up to	\$ 3,500.00	\$80.00
	\$ 3,500.01 up to	\$ 4,000.00	\$95.00
	\$ 4,000.01 up to	\$ 4,500.00	\$105.00
	\$ 4,500.01 up to	\$ 5,000.00	\$115.00
	\$ 5,000.01 up to	\$ 6,000.00	\$140.00
	\$ 6,000.01 up to	\$ 7,000.00	\$160.00
	\$ 7,000.01 up to	\$ 8,000.00	\$185.00
	\$ 8,000.01 up to	\$ 9,000.00	\$205.00
	\$ 9,000.01 up to	\$10,000.00	\$230.00
	\$10,000.01 up to	\$11,000.00	\$250.00
	\$11,000.01 up to	\$12,000.00	\$275.00
	\$12,000.01 up to	\$13,000.00	\$300.00
	\$13,000.01 up to	\$14,000.00	\$320.00
	\$14,000.01 up to	\$15,000.00	\$345.00
	\$15,000.01 up to	\$16,000.00	\$375.00
	\$16,000.01 up to	\$17,000.00	\$400.00
	\$17,000.01 up to	\$18,000.00	\$425.00
	\$18,000.01 up to	\$19,000.00	\$450.00
	\$19,000.01 up to	\$20,000.00	\$475.00

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

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in my account agreement.