

FIXED RATE VISA CREDIT CARD AGREEMENT



In this Agreement, "Agreement" means this Visa® Fixed Rate Consumer Credit Card Agreement. "Disclosure" means the Visa Credit Card Rates and Terms. The "Fee Schedule" means the Consumer Services Fee Schedule. The Disclosure and Fee Schedule are incorporated into this Consumer Credit Card Agreement and are part of the Agreement. In this Agreement the words "you," "your," and "yours" mean each and all of those who agree to be bound by this Agreement; "Card" means the Visa Credit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "account" means your Visa Credit Card account with the Credit Union; and "Credit Union" means San Diego County Credit Union (SDCCU®) whose name appears on this Agreement or anyone to whom SDCCU transfers this Agreement.

1. USING YOUR ACCOUNT — If you are approved for an account, SDCCU will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. SDCCU may, as a courtesy and at our discretion, approve a charge that exceeds your credit limit. No overlimit fee will be imposed unless you have agreed to such a service. If SDCCU has a program whereby it allows payment of advances that exceed your credit limit, subject to a fee, SDCCU will provide you with notice, either orally, in writing, or electronically (notwithstanding the requirements of the paragraph entitled "Statements and Notices") explaining your right to opt in to SDCCU's program whereby it will honor advance requests over the credit limit. In the event you opt in to such a program, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to SDCCU. SDCCU may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, the maximum allowed may be less than your credit limit as described in the Disclosure or Fee Schedule. From time to time, convenience checks may be issued to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor. You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentation of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

2. USING YOUR CARD — You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement, Disclosure and Fee Schedule. You may use your card to make purchases from merchants and others who accept your card. SDCCU is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from SDCCU, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If SDCCU authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

3. PROMISE TO PAY — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with SDCCU. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

4. PERIODIC RATES — The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed in the Disclosure. Any rate change will be made pursuant to applicable law. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rate and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

5. FINANCE CHARGES — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Balance transfers are calculated in the same manner as cash advances.

6. FOREIGN TRANSACTIONS — Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the processing network from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the processing network itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

7. FEES — In addition to the periodic rate, additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure or Fee Schedule accompanying this Agreement. Fees include, but are not limited to, the following:

- a. Participation Fee.** If your account is subject to a participation fee such as the Fly Miles Plus™ Rewards Program Participation Fee, the fee will be described on the Disclosure or Fee Schedule accompanying this Agreement.
- b. Balance Transfer Fee (Finance Charge).** If your account is subject to a Balance Transfer Fee (finance charge), the fee will be charged to your account when you transfer a balance from an account of another creditor to the account subject to this Agreement.
- c. Cash Advance Fee (Finance Charge).** If your account is subject to a Cash Advance Fee (finance charge), the fee will be charged to your account when you obtain a cash advance from an ATM, SDCCU or other financial institution.
- d. Foreign Transaction Fee (Finance Charge).** If your account is subject to a Foreign Transaction Fee (finance charge), a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.
- e. Late Payment Fee.** If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on the Disclosure or Fee Schedule accompanying this Agreement.
- f. Returned Payment Fee.** If your account is subject to a Returned Payment Fee, the fee will be charged to your account when a payment is returned to you for any reason.
- g. Statement Copy Fee.** If your account is subject to a Statement Copy Fee, except as limited by applicable law and when the request is made in connection with a billing error made by SDCCU, a fee may be charged to your account for each copy of a sales draft or statement that you request.
- h. Document Copy Fee.** If your account is subject to a Document Copy Fee, except as limited by applicable law, a fee may be charged to your account for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by SDCCU).
- i. Card Rush Fee.** If your account is subject to a Card Rush Fee, except as limited by applicable law, a fee may be charged to your account for each rush card that you request, providing delivery of the card is also available by standard mail service, without paying a fee for delivery.
- j. Card Replacement Fee.** If your account is subject to a Card Replacement Fee, a fee will be charged for each replacement card that is issued to you for any reason.
- k. Returned Convenience Check Fee.** If your account is subject to the Returned Convenience Check Fee, a fee will be charged to your account as disclosed on the Disclosure or Fee Schedule accompanying this Agreement.
- l. Convenience Check Stop Payment Fee.** If your account is subject to the Convenience Check Stop Payment Fee, a fee will be charged to your account as disclosed on the Disclosure or Fee Schedule accompanying this Agreement.
- m. ATM Fees.** If your account is subject to ATM Fees, the Fee(s) will be charged to your account as described in the Disclosure or Fee Schedule accompanying this Agreement.

8. PAYMENTS — Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 3.00% of your total new balance, or \$20, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. In addition to the minimum payment, you must also pay, by the date specified above, all outstanding unpaid fees and charges. SDCCU also has the right to demand immediate payment of any amount by which you are over your credit limit.

9. PAYMENT ALLOCATION — Subject to applicable law, your payments may be applied to what you owe SDCCU in any manner SDCCU chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, SDCCU will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

10. SECURITY INTEREST — You grant SDCCU a security interest under the Uniform Commercial Code and under any common law rights SDCCU may have in any goods you purchase. If you give SDCCU a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until SDCCU agrees to release all or part of the pledged amount. **Your account is secured by all other shares you have in any individual or joint account with SDCCU, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize SDCCU to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default.** Collateral securing other loans you have with SDCCU may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

11. DEFAULT — You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that SDCCU believes may substantially reduce your ability to repay what you owe. When you are in default, SDCCU has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

12. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — You agree to notify us immediately, orally or in writing, at 6545 Sequence Drive, San Diego, CA 92121 or telephone (877) 732-2848 seven (7) days a week, 24 hours a day, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

13. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, SDCCU may change the terms of this Agreement and any attached Disclosure or Fee Schedule from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either you or SDCCU may terminate this Agreement at any time, but termination by you or SDCCU will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized. The card or cards you receive remain the property of SDCCU and you must recover and surrender to SDCCU all cards upon request or upon termination of this Agreement whether by you or SDCCU. If this is a joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account. If you convert another SDCCU Visa Credit Card balance into this plan, or convert a balance created under this plan to another SDCCU Visa Credit Card plan, that balance will remain at the APR in effect prior to the conversion as allowed by law.

14. CHANGING OR TERMINATING AUTHORIZED USERS — Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to

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the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

15. CREDIT REVIEW AND RELEASE OF INFORMATION — You authorize SDCCU to investigate your credit standing when opening or reviewing your account. You authorize SDCCU to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

16. RETURNS AND ADJUSTMENTS — Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending SDCCU a credit which will be posted to your account. If your credits and payments exceed what you owe SDCCU, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically as required by law.

17. ADDITIONAL BENEFITS/CARD ENHANCEMENTS — SDCCU may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that SDCCU is not obligated to offer such services and may withdraw or change them at any time.

18. MERCHANT DISPUTES — SDCCU is not responsible for the refusal of any merchant or financial institution to honor your card. SDCCU is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement SDCCU sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

19. JOINT ACCOUNTS — If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that SDCCU can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

20. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

21. NO WAIVER — SDCCU can delay enforcing any of its rights any number of times without losing them.

22. STATEMENTS AND NOTICES — Statements and notices will be delivered to you at the appropriate address you have given SDCCU. Notice sent to any one of you will be considered notice to all.

23. SEVERABILITY AND FINAL EXPRESSION — This Agreement, Disclosure and Fee Schedule are the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

24. COPY RECEIVED — You acknowledge that you have received a copy of this Agreement, Disclosure and Fee Schedule.

25. INTERNET GAMBLING TRANSACTIONS PROHIBITED — You may not use your card to initiate any type of electronic gambling transaction through the Internet.

-Notice to Out of State Borrowers-

26. NOTICE TO UTAH BORROWERS — This written Agreement is a final expression of the agreement between you and SDCCU. This written Agreement may not be contradicted by evidence of any oral agreement.

27. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

28. NOTICE TO ALABAMA BORROWERS — CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.

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:

San Diego County Credit Union

6545 Sequence Drive

San Diego, CA 92121

You may also contact us on online at: www.sdccu.com.

In your letter, give us the following information:

- **Account information:** Your name and SDCCU 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** [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

Voted BEST Credit Union – San Diego Union-Tribune Readers Poll
Administrative Office • 6545 Sequence Drive • San Diego, CA 92121 • (877) 732-2848 • sdccu.com
Federally insured by NCUA.

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, contact us in writing [or electronically] at:

San Diego County Credit Union
6545 Sequence Drive
San Diego, CA 92121
www.sdccu.com

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.

NOTICE OF NEGATIVE INFORMATION — Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults in your account may be reflected in your credit report.

SPECIAL RULES FOR CALIFORNIA RESIDENTS — If you are a California resident, our right to recover any credit extended through the use of your credit card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom the cardholder made the purchases if: (a) the purchase price of the item as to which a defense is asserted exceeds \$50; (b) the purchase was made within the State of California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer, and (d) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.



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