VARIABLE RATE VISA CREDIT CARD AGREEMENT

San Diego County Credit Union®

In this Agreement, the words "you" and "your" 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 San Diego County Credit Union issues to you; "Account" means your Visa Credit Card line of credit Account with SDCCU®; "we," "our," "ours," "us" and "Credit Union" means San Diego County Credit Union.

1. **Using Your Account:** If you are approved for an Account, SDCCU will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before your credit limit will be accessible. You may request an increase in your credit limit only by a method acceptable to SDCCU. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. **Using Your Card:** You understand that the use of your Card will constitute acknowledgement of receipt and agreement to the terms of the Agreement. You may use your Card to make purchases from merchants and others who accept Visa Cards. We reserve the right to decline Internet or Telephone Gambling Transactions. 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 and from other financial institutions that accept Visa Cards, and from some Automated Teller Machines (ATMs) (not all ATMs accept Visa Cards). This Agreement governs the use of your SDCCU Visa ATM Card. By use of your Visa ATM Card with your Personal Identification Number (PIN) in an ATM machine, you authorize us to make payments and withdrawals from your Visa credit line with us in accordance with instructions given to the machine. Loan payments can only be made at participating CO-OP Network machines. Deposits and Loan payments made at an ATM machine are subject to verification by us and may not be credited or withdrawn for up to 72-hours after deposit, longer on weekends and holidays. We cannot be held responsible for delays in credit posting due to improper identification. Proper identification includes your full, legal name, San Diego County Credit Union's name, your SDCCU Account number, and to which Account you want the credit to be posted. If you are making a Visa payment, include a Visa payment coupon in the envelope. When the ATMs are online with our computer, you can withdraw cash up to a maximum of $500, depending on your Account with us, or the available credit in your Accounts, whichever is less, every day. When the ATMs are offline, cash withdrawals are limited.

   Please refer to the Electronic Fund Transfers section of our Account disclosure for more information.

   To obtain cash advances from an ATM, you must use the PIN that is 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. We do not guarantee approval of transactions and are not liable for transactions that are not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity.

3. **Responsibility:** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree 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, Section 18 below also applies to your Account.

4. **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 take the cash advance and continues until the entire cash advance balance is paid.

   The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the Daily Periodic Rate to the average daily balance of purchases. The Daily Periodic Rate is equal to the Annual Percentage Rate (APR) in effect at any time divided by 365. 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 Daily 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.

   The APR is subject to change on the statement cycle date to reflect any change in the Index and will be determined by the Prime Rate on the 15th or next business day of the current calendar month as published in The Wall Street Journal plus 5.40% for Visa Classic and 3.90% for Visa Platinum. The APR will never be less than 9.99% nor greater than 19.99%. If the Index is no longer available, SDCCU will choose a new index, which is based upon comparable information.

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The Daily Periodic Rate that will apply to your Visa Classic Card is .027369% with an APR of 9.990%.

The Daily Periodic Rate that will apply to your Visa Platinum Card is .027369% with an APR of 9.990%.

5. **Other Charges:** The following other charges (fees) will be added to your Account, as applicable:
   a. **Late Payment Fee:** If you are ten (10) or more days late in making your minimum payment, a late charge of $10 will be added to your Account.
   b. **Returned Convenience Check Fee:** We add a $27 fee in addition to the standard advance balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the credit line, if you are delinquent, if you are in default, or if you did not comply with our instructions regarding the check.
   c. **Card Replacement Fee:** You will be charged $5 for each replacement Card that you request.
   d. **Cash Advance Fee/Balance Transfer Fee:** You will be charged 2% of the amount of the cash advance, minimum $1 and maximum $50.
   e. **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fees.
   f. **Convenience Check Stop Payment Fee:** You will be charged a $20 fee in addition to the standard advance balance if we honor your request to stop payment on a convenience check. To stop payment on a convenience check, write to us at: 6545 Sequence Drive, San Diego, CA 92121, or call Information Services at (877) 732-2848. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for a maximum of six (6) months unless renewed in writing.
6. **Payments:** Each month you must pay at least the minimum payment amount shown on your statement by the payment due date. The payment must be received on the 27th of each month by the end of the day (5:00 p.m. Pacific Standard Time (PST)), excluding weekends and holidays. 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% 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. SDCCU also has the right to demand immediate payment of any amount by which you are over your credit limit. You must notify us immediately of any change in your billing address and/or your email address if you are enrolled in eStatements. We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under the Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way. Payments that exceed your credit limit may be returned at SDCCU's discretion.
7. **Payment Allocation:** Subject to applicable law, your payments may be applied to what you owe SDCCU in any manner SDCCU chooses.
8. **Security Interest:** You understand that the use of your Card will constitute acknowledgement of receipt and agreement to the terms of the Agreement. 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. In addition, 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. 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.
9. **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, if you attempt to borrow more than the applicable limits on your Account or if you break any promise you make under this Agreement. Additionally, we may consider your Account in default if at any time you declare bankruptcy or become insolvent, that is, unable to pay your obligations when they become due, fail to give immediate notice of loss, theft, or unauthorized use of any Card or check issued hereunder, use of collateral for unlawful purposes, or in the event of your death. You will be in default it 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.
10. **Liability For Unauthorized Use-Lost/Stolen Card Notification:** You agree to notify us immediately, verbally or in writing at 6545 Sequence Drive, San Diego, CA 92121 or telephone (877) 732-2848 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Card. You may be liable for the unauthorized use of your 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 Card, unless you are negligent in the handling of your Card. In any case, your liability will not exceed $50. We may require you to provide certain information in writing to help us find out what happened and to comply with our investigation and may require documents to be notarized.

11. **Changing Or Terminating Your Account:** SDCCU may change the terms/rates of this Agreement 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. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

    The Card(s) 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. SDCCU has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or SDCCU. If this is a Joint Account, Section 18 of this Agreement also applies to termination of the Account.

12. **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).

13. **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 $1.00 or more, it will be refunded upon your request. You may not maintain a credit balance in excess of your credit line. Payments that exceed your credit limit may be returned at SDCCU's discretion.

14. **Credits Without Offsetting Debit:** All credits to your Account must be offset by a corresponding debit. SDCCU reserves the right to return a credit that does not have a corresponding debit and/or terminate your Account credit limit and expire your Card.

15. **Illegal Transactions:** Illegal Visa Transactions are prohibited on your SDCCU Visa Credit Card. You cannot make or permit anyone to process a transaction on your SDCCU Visa that is illegal under state or federal law. Your SDCCU Visa will be in default if an illegal transaction is made on your Account.

16. **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.

17. **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 Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1%. 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.

18. **Joint Accounts:** Each cardholder 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 to all of you.

19. **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.

20. **No Waiver:** SDCCU can delay enforcing any of its rights any number of times without losing them.

21. **Statements and Notices:** Statements and notices will be mailed to you at the most recent address you have given SDCCU. Notice sent to any one cardholder will be considered notice to all.

22. **Final Expression:** This Agreement is the final expression of the terms and conditions of this Visa line of credit between you and SDCCU. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

23. **Copy Received:** You acknowledge that you have received a copy of this Agreement.

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YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and the Fair Credit Reporting Act.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet of paper at the address listed on your bill. Write to us as soon as possible, as we must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your full, legal name and SDCCU Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, to the best of your ability, why you think there is an error. If you need more information, describe the item you are not sure about.
- Please sign and date your letter.

If you have authorized us to pay your Credit Card bill automatically from your Savings or Checking Account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill.

If we don't follow these rules, we cannot collect the first $50 of the questioned amount, even if your bill was correct.

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 on 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 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.

Rates effective February 18, 2010 and subject to change

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