



VISA CARD ACCOUNT AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE

Effective April 1, 2019

DEAR MEMBER: This Visa Card Account Agreement and Federal Truth-in-Lending Disclosure ("Agreement") governs your Pacific Service CU Visa account ("Account"). Your Visa account is an open end Line-of-Credit loan. By requesting, receiving, signing, using or permitting others to use the Account and/or Visa card(s) issued to you by Pacific Service CU, you accept and agree to be bound by the terms and conditions of this Agreement and any amendments thereto.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

AGREEMENT TERMS: In this Agreement, the terms "we," "us," "our," "Pacific Service CU" and "the Credit Union" refer to Pacific Service Credit Union. The terms "you," "your," and "Cardholder" refer to each and all who apply for or use the Account and/or card. "Card" means the Visa card issued to you by Pacific Service CU and any duplicates and/or renewals we may issue. If this is a joint Account, each Cardholder is individually and jointly liable for all amounts owing under the terms and provisions of this Agreement. Use of the singular includes the plural, and use of the plural includes the singular.

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 **FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Daily Periodic Rate** and/or fee in accordance with applicable laws, by mailing a notice of the change to you at your last known address. You also understand that in the event of a significant change, 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 change as required by applicable law. You will have the right to reject significant changes to this Agreement prior to the effective date of such changes, unless you fail to make a required minimum payment within sixty (60) days after its due date. If you reject any such significant changes to this Agreement, we reserve the right to close your Account and require that you pay us the balance of the Account at terms no less favorable to you than our choice of the following: (1) in accordance with the terms of this Agreement in effect as of the date you notify us of your rejection; (2) by recalculating your Minimum Monthly Payment based on a five (5) year amortization of your Account balance from the date you notify us of your rejection; or (3) by recalculating your Minimum Monthly Payment based on a percentage of the Account balance that is no more than twice the percentage required on the date you notify us of your rejection. 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 when the change has been agreed to in writing, by you, or as otherwise permitted by applicable law.

MILITARY LENDING ACT DISCLOSURE: 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). Please call us at (888) 858-6878 to receive Military Lending Act disclosures over the telephone.

TERMS AND CONDITIONS APPLICABLE TO ALL VISA PLATINUM REWARDS ACCOUNTS

- 1. FINANCE CHARGE RATE:** The Daily Periodic Rate used in calculating the Daily Periodic **FINANCE CHARGE** for the Visa Platinum Rewards Account is based upon the "Prime Rate" as published in the "Money Rates" section of the print edition of the Wall Street Journal (the "Index"). Your **ANNUAL PERCENTAGE RATE** for Balance Transfers, Cash Advances and Purchases is determined by adding a "Margin" as set forth in the "Additional Disclosure – Federal Truth-in-Lending Act" to the Index in effect as of the last business day of the preceding month of your Adjustment Date. The Initial Daily Periodic Rate in effect as of the date of this Agreement is set forth in the "Additional Disclosure – Federal Truth-in-Lending Act" (the Initial **ANNUAL PERCENTAGE RATE** as of the date of this Agreement is set forth in the "Additional Disclosure – Federal Truth-in-Lending Act").

Your **ANNUAL PERCENTAGE RATE** may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the **ANNUAL PERCENTAGE RATE** will be related to a comparable Index. We may waive an increase in the **ANNUAL PERCENTAGE RATE** when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the **ANNUAL PERCENTAGE RATE** at a future date when entitled to do so.

Your **ANNUAL PERCENTAGE RATE** is subject to change monthly on the first day of the month. These dates shall be known as "Adjustment Dates." The Index in effect on the last business day of every month following one full billing cycle shall be used to calculate the **ANNUAL PERCENTAGE RATE** change effective on the Adjustment Date. For example, the Index in effect on the last business day in January shall be used to calculate the **ANNUAL PERCENTAGE RATE** change effective on the first day in March. All other Adjustment Date rate changes will follow the same pattern.

There is no maximum **ANNUAL PERCENTAGE RATE** or minimum **ANNUAL PERCENTAGE RATE** during the term of this Agreement. There are no annual (or other) limitations on changes in the **ANNUAL PERCENTAGE RATE** during the term of this Agreement. Decreases in the **ANNUAL PERCENTAGE RATE** in accordance with the terms of the Agreement are mandatory. Increases in the **ANNUAL PERCENTAGE RATE** in accordance with the terms of the Agreement are at our discretion. Any increase or decrease in the **ANNUAL PERCENTAGE RATE** will result in changes in the amount and/or number of payments required to repay the unpaid balance.

The Daily Periodic Rate is determined by dividing the **ANNUAL PERCENTAGE RATE** by 365 and will change when the **ANNUAL PERCENTAGE RATE** changes.

- 2. ANNUAL FEE:** There is no annual fee for this Account.
- 3. CREDIT LIMIT:** A Credit Limit will be established by the Credit Union at the time your Account is opened. This Credit Limit appears on the mailer you receive with your Visa card and on your monthly billing statement. You agree not to use your Account in any way that will cause your balance to exceed your assigned Credit Limit.
- 4. CARD USES:** You agree that each use of your Account constitutes a loan in the amount of the transaction. You may use your Account to obtain three types of credit, up to the amount of your available Credit Limit. **PURCHASES:** You can use your Account to charge goods or services wherever Visa is accepted. **CASH ADVANCES:** You can use your Account to receive Cash Advances from the Credit Union or other financial institutions honoring Visa. You can also use your Visa card with your Personal Identification Number (PIN) to receive Cash Advances at Automated Teller Machines (ATMs) displaying the Visa logo. Visa checks are also available to obtain Cash Advances. These checks may be supplied when an account is initially established, a Credit Limit increase is granted, and during occasional promotions. Use of Visa checks as well as other periodic promotional checks and Account access means will be treated as a Cash Advance in calculating **FINANCE CHARGES**. Visa checks are not considered a credit card purchase and therefore cannot be disputed once this item has been paid. **BALANCE TRANSFERS:** Any Balance Transfer transactions, in which you transfer all or a portion of your credit card account balance under a different account, whether the different account is with the Credit Union or another credit card issuer, to this Account will also be treated as a Balance Transfer. Your Visa 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 Visa card and/or Account for the purchase of any goods or services on the Internet that involves 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.

5. **OVERDRAFTS FROM CHECKING ACCOUNT:** If you elected overdraft protection from your Account, we may, but shall not be required to, pay overdrafts to your Checking Account(s) by transferring funds in such sum(s) as established by us from time to time to cover such overdrafts from your Visa Account in which case such a transfer shall constitute a Cash Advance subject to the terms and conditions of this Agreement. We will not pay overdrafts from your Visa Account if your Account balance exceeds the applicable Credit Limit or such overdraft transfer would result in the Account balance exceeding your Credit Limit.
6. **PROMISE TO PAY:** 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 made without presenting the Card; (3) 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. Payments will continue until you have paid in full the unpaid balance, **FINANCE CHARGES**, and all collection-related charges, attorneys' fees that we incur in enforcing this Agreement, and any other fees and charges.
7. **FINANCE CHARGE CALCULATION – AVERAGE DAILY BALANCE (INCLUDING CURRENT TRANSACTIONS):** A Periodic **FINANCE CHARGE** for a billing cycle is calculated on the closing date of your statement by multiplying the Average Daily Balance of your Account (including current transactions) by the applicable Daily Periodic Rate (refer to Section I or II) and by the number of days in the billing cycle. To get the "Average Daily Balance," we take the beginning balance of your Account on each day of the billing period, add any new Purchases, Balance Transfers and Cash Advances, and subtract any payments or credits, and any unpaid **FINANCE CHARGES** and Late Charges. This gives us the daily balance. Then, we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." Actual **FINANCE CHARGES** will be shown on your statement.
8. **GRACE PERIOD:** We will not assess any **FINANCE CHARGES** on Purchase balances if you pay the New Balance shown on your monthly statement by the Payment Due Date. This grace period will always be at least 25 days long. There is no grace period for Balance Transfers or Cash Advance transactions. **FINANCE CHARGES** on Balance Transfers or Cash Advances begin on the date the Advance is posted to your Account and continue to accrue until the date the Advance is paid in full.
9. **REPAYMENT:** Every month you agree to make at least the Minimum Monthly Payment by the Payment Due Date shown on your monthly billing statement. The Payment Due Date will always be at least 25 days after the closing date of your statement. The required Minimum Monthly Payment includes the Scheduled Payment (\$25.00 or 2% of the New Balance, whichever is greater), PLUS any Scheduled Payments which have not been paid from previous billings (Past due), PLUS any amount of the New Balance which exceeds your Credit Limit (over limit) PLUS any fees. If the New Balance on your statement is less than \$25.00, the minimum payment due is equal to the New Balance. You may always pay more frequently, pay more than the Minimum Monthly Payment, or pay the New Balance in full, and you will reduce your periodic **FINANCE CHARGE** by doing so. You understand and agree that we will apply Minimum Monthly Payments to your Account in the following order: First to unpaid fees and charges (such as Late Charges and **FINANCE CHARGES**), then to previously billed, outstanding principal balances of Cash Advances, Balance Transfers and Purchases. Any payment you make in excess of the Minimum Monthly Payment will be applied to the balance with the highest **ANNUAL PERCENTAGE RATE** first, then to each successive balance with the next highest APR. 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. Any payments not received by us on or before the Payment Due Date will be considered Past Due (in default). Payments for your Account should be sent to the Visa Credit Card Center at the address shown on your billing statement. *You should not include other payments or deposits with your Visa payment. If you do, crediting of the additional payments or deposits will be delayed.*
10. **PREPAYMENT OR IRREGULAR PAYMENTS:** Though you need only pay the Minimum Monthly Payment, you understand that you have the right to repay the unpaid balance at any time without penalty. You also understand that you will only be charged **FINANCE CHARGES** to the date you repay the entire unpaid balance. You may make larger payments without penalty and this will reduce the total amount of **FINANCE 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 prepayment of the unpaid balance will not delay your next scheduled due date. You understand that any payment that (a) delays or (b) accelerates the repayment of the unpaid balance will (a) increase or (b) decrease your **FINANCE CHARGES**.
11. **LATE FEE:** We will charge a Late Fee with respect to any monthly billing cycle as a late payment fee on the minimum payment due that is not paid within 10 days after the date the payment is due. However, the Late Fee shall not exceed the maximum amount permitted under applicable state law. The Credit Union will assess only one late payment fee for each payment that is late.
12. **CREDIT LIFE AND/OR DISABILITY INSURANCE:** If credit insurance is offered on the Account and you request it, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance on the Account. We will add the premium amount to the Account balance on the Billing Cycle Closing Date. The purchase of this insurance is entirely voluntary and is not required for credit approval. You acknowledge receiving a copy of the credit insurance documents which contain current rates and other information. You understand and agree that if you have premium(s) indicated on the election form they have been included as part of your payment. If you decide to cancel such insurance, you must do so in writing and you agree to pay all premiums up to the date we act on your request to cancel. You further understand that your payment will not decrease if you cancel your credit insurance, but will be applied to your remaining principal.
13. **OTHER CHARGES:** Other charges which may be added to your Visa account are:
 - Late Fee
 - Sales Draft Copy Fee
 - Statement Copy Fee
 - Card Replacement Fee
 - Returned Payment Fee
 - Stop Payment Recurring Transaction

These fees will be charged to your Account in accordance with our Rate and Fee Schedule for each applicable occurrence.

14. **PURCHASES, BALANCE TRANSFERS AND ADVANCES:** You may make purchases, balance transfers 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.
15. **USING THE CARD:** 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 sales or cash advance draft. The other is to complete the transaction by using the Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the Visa system.

16. **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 your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.
17. **TRANSACTION SLIPS:** Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the periodic statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your periodic statement. We may make a reasonable charge for any photocopies or slips you request.
18. **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.
19. **RETURNS, ADJUSTMENTS, AND CREDIT BALANCES:** Merchants and others who honor the Account and/or card may give credit for returns and adjustment by processing a credit slip which will be posted to your Account. If credits and payments to your Account exceed what you owe, your Account will carry a credit balance which will be applied toward future Purchases, Balance Transfers, Cash Advances, or fees which post to your Account. For Credit Balances of \$100 or more, we will transfer the Credit Balance to your Credit Union regular share account within 5 business day(s) of the Credit being posted to your Account. For Credit Balances less than \$100, we will issue a refund at your written request or automatically after six (6) months.
20. **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, Balance Transfers 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 transaction and we may, although we are not required to, approve transactions above your available credit. We are not liable if a merchant, financial institution or ATM does not honor your Card.
21. **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. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. 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 differences.
22. **IF YOUR CARD IS REFUSED:** Some transactions may require authorization before the transaction is accepted. Although you may have credit available, particular transactions may not be authorized due to operational difficulties or mistakes. If your Account balance has exceeded your Credit Limit, or if your payment is past due, authorization for transactions may be declined. Pacific Service CU and Visa International, Inc. are not liable if any merchant, financial institution, an ATM or any third party does not honor your Visa card.
23. **ADDITIONAL CARDHOLDERS:** You may obtain additional cards, at no extra charge, for persons you designate as authorized users of your Pacific Service CU Visa Account. The additional card(s) will be embossed with the additional Cardholder's name(s). You agree to repay us according to the terms of this Agreement for all purchases, balance transfers, advances, **FINANCE CHARGES**, late charges and/or any over limit fees, 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 recover the additional Cardholder's card and return it to us with written instructions to cancel the additional Cardholder's privileges. 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.
24. **OWNERSHIP OF VISA CREDIT CARD:** The card(s) is the property of the Credit Union and must be surrendered to the Credit Union, or its authorized representative, upon demand.
25. **CREDIT INFORMATION:** 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. We may adjust your Credit Limit or terminate your account based on our review of your credit standing and will give you notice if we make an adverse change. We may also investigate the information you gave on your application, and/or require that you provide us with updated financial information. We may report your performance under this Agreement to credit reporting agencies. If you ask us, we will tell you the names of the credit reporting agencies to which we report your performance.
26. **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, (4) you die, become insolvent, or are the subject of bankruptcy or receivership proceedings, (5) your Account balance exceeds your Credit Limit, (6) you fail to notify us of material change in your financial status and/or changes in your ability to repay any amount borrowed under this Agreement; (7) you have made any misrepresentations of your financial status on any credit application made to the Credit Union; or (8) you are no longer a member in good standing of the Credit Union. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorney's fees, and other expenses. You understand and agree that **FINANCE CHARGES** at the **ANNUAL PERCENTAGE RATE** as permitted under this Agreement will continue to accrue until you repay your entire loan. 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 unpaid balance, **FINANCE CHARGES**, late charges, over limit fees, our collection costs, reasonable attorney's fees, and court costs (collectively, "collection-related charges"). You understand and agree that you will be subject to **FINANCE CHARGES** (at the applicable Daily Periodic Rate), late charges, over limit fees, and collection-related charges under the terms disclosed in this Agreement until you repay your entire loan.
27. **COLLECTION EXPENSE:** You will be liable for any costs of collection we incur while handling your Account, including but not limited to court costs and reasonable attorney's fees. Collection costs may be added to your existing Visa Account balance. If collection costs have been added to your Account balance, any payments you make may be applied to these costs before any other portion of your Account balance.
28. **TERMINATION:** You may close your Account at any time by writing to us at the address provided in the Agreement and returning all issued cards to us. If you default in any obligation under this Agreement or we have evidence or a reasonable belief you will be unable or unwilling to repay your Account, we may close your Account without prior notice to you. We will notify you that we have terminated your Account and tell you why we have done so. Even if your Account is terminated or closed, you must still pay us any outstanding balance, **FINANCE CHARGES**, late charges and over limit charges, if any according to the terms of this Agreement.

- 29. RESPONSIBILITIES OF ACCOUNT HOLDER(S):** You agree to notify us in writing of any change of Name, Address or Employment. You are responsible for the safekeeping of your Pacific Service CU Visa card, the Personal Identification Number (PIN) associated with the Account, and any other information or devices which could encourage unauthorized use of the Account, including Visa checks.
- 30. LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY:** You will notify us AT ONCE if you believe that the Card, Account number, PIN, Visa Checks or any combination of the four has been lost or stolen by immediately calling us at (888) 858-6878. Telephoning is the best way of keeping your possible losses down. You also agree to reasonably assist us in determining the facts and circumstances relating to any unauthorized use of the Account. 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.
- 31. UNAUTHORIZED USE:** If you notice the loss or theft of your credit card or a possible unauthorized use of your Card, you should write to us immediately at: Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191 or call us at (888) 858-6878. You will not be liable for the unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability for unauthorized use will not exceed \$50.00.
- 32. AMENDMENTS:** We reserve the right to change the terms of this Agreement, including but not limited to the **ANNUAL PERCENTAGE RATE**, the minimum payment amount, and the fee structure, by giving you 45 days written notice prior to the effective date of the change. If you do not want the changes to apply to your Account, you can close your Account by giving us written notice and returning all issued cards to us. You will still have to pay any balance you owe us, but under the old terms. If you keep your card(s), you agree to the change in terms and the new terms will apply to all outstanding balances.
- 33. DELAY IN ENFORCEMENT:** We can delay enforcing any of our rights under this Agreement without losing them.
- 34. 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.
- 35. INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled "Visa Platinum and Platinum Rewards Agreement and Table – Federal Truth-in-Lending Disclosure Statement" or "Additional Disclosure – Federal Truth-in-Lending Act" which is delivered together with this form is an integrated part of the Agreement and Disclosure Statement.
- 36. 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, balance transfers and advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which you do not maintain your membership with us.

ADDITIONAL TERMS APPLICABLE TO VISA CHECKS:

CHECK USES: You can use the Visa Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of your Credit Limit. Use of the Checks is a Cash Advance on your Visa Account. Visa Checks are not considered a credit card purchase and therefore cannot be disputed once this item has been paid.

LIMITATIONS: We are not required to honor a Check that will cause you to exceed your Credit Limit. We will not pay a Check if at the time the Check is presented, you are in default or we have suspended, terminated or canceled the Account. Each Check must be in the form we have issued to you. 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 the Checks. You may not use the Checks to pay any amount that you owe us pursuant to this Agreement.

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

RETURNED CHECK FEE: If your check cannot be paid, we may charge a fee, per returned check, which will be billed to the Account in accordance with our Rate and Fee Schedule

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 stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect only 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 order. We will charge a stop payment fee in accordance with our Rate and Fee Schedule.

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

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.

YOUR BILLING RIGHTS: Keep this Notice 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, you must write to us at:

Pacific Service Credit Union
P.O. Box 8191
Walnut Creek, CA 94596-8191

You may also contact us at (888) 858-6878 or visit our website at www.pacificservice.org.

In your letter, you must 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 I think there is an error on your bill, you must 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 automatic 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 at service@pacificservice.org. 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:

- 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.
- 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 the 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 \$50.00 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 \$50.00. (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 have fully paid for the purchase.

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

Pacific Service CU
P.O. Box 8191
Walnut creek, CA 94596-8191
service@pacificservice.org

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.

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SCORECARD REWARDS TERMS AND CONDITIONS

1. ScoreCard® Rewards Bonus Point Program ("Program") is available to Pacific Service Credit Union ("Pacific Service" or "PSCU") Visa Platinum Rewards Credit Cardholders only.
2. Points are tracked and redeemable on a first-in, first-out basis.
3. Eligibility in the Program is restricted to individuals who have a billing address within the 50 United States or the District of Columbia. The Program is not available on PSCU's corporate card, purchasing card or business card accounts.
4. The Program is a service provided through Financial Institution Benefit Association ("FIBA"), Fidelity National Card Services, Inc. ("FIS" or "Program Administrator"), and Pacific Service Credit Union ("sponsor"). ScoreCard® is a registered trademark of Fidelity National Card Services, Inc.
5. Cardholders will earn ("Points" or "Bonus Points") for Platinum Reward Credit Card Purchases on all eligible goods and services. The Cardholder's Points will be accumulated at the rate of one Point per dollar charged on the Cardholder's Platinum Reward Credit Card and will be reported on the Cardholder's Credit Card Statements as available. Information will include the number of Points earned, Points adjusted, Redeemed Points, or Bonus Points earned (if applicable), and Available Points, subject to verification and adjustment as provided in these Rules. In the unlikely event a Cardholder attempts to redeem unearned Points (i.e. pending adjustment), the Account may be charged for the actual cash difference between the cost of the Award issued and the value of the actual Points available.
6. Accrual of Points may begin on the date the Pacific Service Visa Platinum Rewards Credit Card is received by the Cardholder.
7. Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle ("Billing Cycle") by the Cardholder(s) ("Net Purchase(s)"). Net Purchases are rounded to the nearest dollar and are subject to verification. No Points are earned for **FINANCE CHARGES**, fees, Cash Advances, Balance Transfers, convenience checks, foreign transaction currency conversion charges or insurance charges posted to the Account. If a transaction is subject to a billing dispute, the Points value of the transaction will be deducted from the Points total during the dispute period. If the disputed transaction is reinstated, points will be reinstated. Pacific Service reserves the right to award promotional bonus Points to selected Cardholders.
8. Each Cardholder may use Points for U.S. and worldwide air travel rewards or a selection of merchandise rewards (collectively, "Awards").
9. Points have no cash value and are not the property of the Cardholder. Points cannot be exchanged for credit, nor offset against the Cardholder's obligation to PSCU. Points may not be used with any other offer, promotion or discount, cannot be combined with cash to obtain an Award, and cannot be bought, sold, earned from or transferred to, any credit card or other accounts (including upon death or as part of a domestic relations matter). Points cannot be redeemed for awards in any rewards program other than the ScoreCard® Program. Points may not be combined with any other loyalty/frequency Reward program, other discounts, special rates, promotions, or other reward programs offered by Pacific Service, or any entity, including airline frequent flier, hotel frequent guest or other travel-related or membership reward charge or credit card programs, whether in the U.S. or abroad.
10. Points must be redeemed by the Cardholder and may be used for another person only according to the Program rules. Points may be used to order the merchandise/travel awards available in the Program at the time of redemption. Awards from any level may be selected, provided the Cardholder's Account has enough Points available and the Account meets the eligibility requirements (see #6 above). Point values assigned to Awards are subject to change from time to time without notice. Awards may be substituted at any time. If an Award is discontinued, it will be replaced with an Award of equal or greater value or, if no suitable substitute is available, the Cardholder will be required to make another selection.

11. The Pacific Service Visa Platinum Credit Card Rewards Account must be open and in good standing (i.e. not canceled or terminated by either party, delinquent, blocked or otherwise not available to use for charges) at the time an Award order is received for processing. Pacific Service reserves the right to suspend a Cardholder's participation in the Program until the Account is in good standing.
12. Per current Program order information, Merchandise Awards usually will be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing a Cardholder's order. Orders cannot be processed if the Cardholder does not sign the order form and/or has not provided complete information including the card number, last four digits of the Cardholder's Social Security number, day time phone number and street address (No P.O. or A.P.O. Boxes). Shipments cannot be made outside the United States and eligible territories. Please contact ScoreCard® Award Headquarters customer service for any questions regarding Merchandise Award orders at (800) 854-0790.
13. Returns of a damaged or defective Merchandise Award may be sent to the shipper within thirty (30) days of receipt for replacement, provided that the defect, deficiency or shortage has been documented on the delivery receipt before signing to accept delivery from the carrier. All parts, instructions, warranty cards and original packaging materials must be returned with the product.
14. Applicable manufacturers' warranties and instructions will be included with the Award. Warranty claims must be directed to the manufacturer. Pacific Service Credit Union, FIBA and the Administrator, FIS, shall not be held liable for any defects, accident or injuries associated with Awards or use of Awards while participating in the Program. Suppliers of goods and services are independent contractors and are not agents or employees of PSCU or any of its affiliates. PSCU neither offers or endorses, nor guarantees any of the goods, services, information or recommendations provided by third parties to the Cardholder.
 - A. ScoreCard® Travel and Merchandise Awards are managed by the Program Administrator, a fully licensed redemption reservation center.
 - B. The Cardholder agrees to release PSCU, the Administrator, and their affiliates from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, and in the case of a Travel Award, anyone traveling with or without the Cardholder, in connection with the receipt, ownership, or use of any Reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. Pacific Service and the Administrator are not responsible for typographical errors and/or omissions in any Program document. PSCU and the ScoreCard® Program Administrator reserve the right to correct such errors at any time even if it affects a pending Award redemption.
 - C. The Cardholder is responsible for determining any applicable federal, state or local tax liability arising from participation in the Program. Consult a tax advisor concerning tax consequences.
 - D. Pacific Service and the Administrator shall have no liability for disagreements between Cardholders regarding Points. Discrepancies about Points earnings are not treated as Credit Card billing disputes. PSCU's decisions regarding Points discrepancies shall be final. Redeemed Points are deducted from the Cardholder's Points balance as of the request dated of a Reward.
15. The Program may be modified, suspended or canceled and the redemption value of already accumulated Points may be changed at any time without notice and without restriction or penalty. Changes to the Program may include, but are not limited to, modifications which affect Point accrual and expiration dates. Award orders must be placed on or before the end of the Program Period. Contact Pacific Service for details on any current promotions affecting Point accrual or redemption options. The Program is void where prohibited or restricted by law.
16. Pacific Service reserves the right to change the Terms and Conditions of the Program. At PSCU's option, the Program and the redemption of Points may be restricted, limited, or cancelled at any time without prior notice.
17. If a Cardholder voluntarily closes the PSCU Platinum Rewards Credit Card or PSCU closes the Card, all unused Points are immediately and irrevocably forfeited. PSCU reserves the right to disqualify anyone from participation in the Program, refuse to award or redeem Points, and/or close the Card if, in our sole judgment, the Cardholder or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse.
18. The Cardholder agrees to hold Pacific Service, FIBA, FIS, any Association and any vendors associated with the Program totally harmless should failure by any party to meet its contractual and other obligations with Program affiliates, result in the Program being interrupted or terminated prior to the Cardholder having the opportunity to redeem the Cardholder's Points or receive the Cardholder's Awards. The Cardholder also agrees to hold FIBA, FIS, Pacific Service and Association harmless if an Award vendor or provider files for bankruptcy, or otherwise goes out of business, after the Cardholder redeems Points for an Award from the vendor or provider but before the Cardholder receives or is able to use the Award.
19. Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. All travel itineraries will be provided via electronic transmission unless the travel vendor requires otherwise. Travel certificates and documents will be delivered via first class U.S. Mail. In the event of loss, contact the ScoreCard Travel Center for assistance at (800) 842-3006. A Cardholder's travel Award will usually be delivered within 4-6 weeks of processing the order. Travel certificates, tickets and documents may be requested to be delivered by overnight carrier and the Cardholder agrees to pay the associated additional delivery fees by credit card. The Cardholder is responsible for federally imposed airline security fees and any surcharges or additional fees imposed by the airlines or aviation authority, which must be paid by credit card at the time of booking.
20. Additional local rules and Program opportunities may be or become applicable to Cardholders participation in the Program without prior notification at any time.
21. The Program Administrator shall resolve all questions of what constitutes an eligible charge. All Program Rule determinations by the Program Administrator are final. Cardholder's use of their Account following receipt of these Rules will indicate their agreement to these Rules.

A complete and definitive list of general ScoreCard® Program Rules and current award redemption terms and conditions is available at the Scorecardrewards.com website.

Pacific Service CU specific Program Rules are included in these Terms and Conditions or online at www.pacificservice.org. Information is subject to change.