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VISA® CREDIT CARD DISCLOSURE AND AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those: (a) whose names appear on a Card or Statement or who uses this Account or (b) who otherwise agree to be liable on the Account. Card means the VISA Credit Card and any duplicates and renewals the Credit Union issues. Account means your VISA Credit Card Account with the Credit Union. The terms "we", "us", "our" and "Credit Union" mean Eagle Community Credit Union.

OBLIGATION: By applying and receiving, signing, using or authorizing another to sign or use the Card and/or Account issued by Eagle Community Credit Union, you agree to the following terms and conditions and any subsequent amendments.

You have applied to us for a VISA Credit Card Account. You agree that each use of a Card or Convenience Check constitutes a loan and that such loan shall at no time exceed the assigned credit limit (the maximum "Credit Limit") disclosed to you on the enclosed VISA Credit Card Acceptance Letter and incorporated herein by reference. You may request an increase in your Credit Limit, but Credit Limit increases must be approved by us. We may change the Credit Limit at any time upon notice to you.

USING YOUR ACCOUNT: Three (3) types of credit are available to you under your Account.

1. **Purchases:** You may use your Card and/or Account to pay for goods and services at participating VISA Card merchants.
2. **Cash Advances:** You may use your Card to obtain cash from a participating VISA financial institution or from an authorized Automated Teller Machine (ATM) along with a Personal Identification Number (PIN) issued by us or selected by you. We may also offer you VISA Convenience Checks. You may use VISA Convenience Checks for any legal purpose.
3. **Balance Transfer:** You may transfer balances to your Account from other creditors.

Your Card, Checks 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. However, if a charge or transaction described above is approved and processed, you will still be responsible for such charges.

You agree that we may re-examine and re-evaluate your creditworthiness at any time. You authorize us to obtain information from others such as creditors and credit reporting agencies, concerning you and your credit accounts with them. You also authorize us to respond to requests from creditors and credit bureaus regarding the status and history of your Account. Late payments, missed payments or other defaults on your loan account may be reflected in your credit report.

CONVENIENCE CHECKS: Eagle Community Credit Union may offer you VISA Convenience Checks. You may access your Account by utilizing the VISA Convenience Checks that are provided to you.

1. We will honor and pay Checks up to your available Credit Limit as long as they are drawn on forms authorized by us and presented before the expiration date on the Check.
2. To stop payment on a Check, you must call us at **1-800-234-5354** during our business hours with the following information: the exact dollar amount of the Check; the Check number; your Account number; the name of the party to whom the Check was written and the name of the person who signed the Check.
We will stop payment on the Check, if we receive your stop payment request by the business day before the day we pay your Check. The day we pay the Check may be before it posts to your Account. The stop payment order will remain effective for six (6) months. You may write to us to cancel the order at any time.
3. If a Card is reported lost or stolen, the Checks are null and void.
4. You agree to hold us harmless and to indemnify us from any liability incurred due to a delay or misrouting of a Check where the delay or misrouting is caused by markings placed on the Check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
5. For the purpose of calculating Finance Charges, Checks are the same as Purchases.
6. The Credit Union may recognize the signature of anyone who signed the credit application for the Account as authorized to transact any business on this Account, including signing of Checks.
7. Checks may not be used to pay any amount you owe under this Agreement or under any other credit agreement or account you hold with us.
8. We do not have to pay a Check if: (a) you are in default under this or any other agreement with us, (b) if payment would cause you to exceed your Credit Limit, (c) if your right to use Checks on your Account is cancelled, closed or suspended, (d) your signature or the payee's name or endorsement is missing on the Check or the Check appears altered, or (e) your Check is post-dated. If a post-dated check is paid resulting in another Check being returned or not paid we are not responsible. If we pay any Check under any condition, you must pay us the amount of the Check, plus applicable fees and charges, unless such liability is precluded by law.

FINANCE CHARGE: The FINANCE CHARGE for a billing cycle will be the sum of two (2) components:

1. **CASH ADVANCE FEE:** One (1) component of the FINANCE CHARGE is the Cash Advance Fee. Cash Advance transactions are subject to a Cash Advance Fee of 2% of the amount of the advance which is posted to the Account during the billing cycle (minimum of \$5.00).
2. **Monthly Periodic FINANCE CHARGE, Monthly Periodic Rate, and ANNUAL PERCENTAGE RATE:** The second (2nd) component of the FINANCE CHARGE is the Periodic FINANCE CHARGE. The Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE used in calculating the Monthly Periodic FINANCE CHARGE are disclosed on the enclosed VISA Credit Card Acceptance Letter. The minimum FINANCE CHARGE is \$1.00.

HOW TO COMPUTE THE PURCHASE BALANCE TRANSFERS, CONVENIENCE CHECKS AND PURCHASE BALANCE (CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES) UPON WHICH FINANCE CHARGES ARE ASSESSED

GRACE PERIOD / AVERAGE DAILY BALANCE (INCLUDING NEW PURCHASES): To avoid incurring an additional FINANCE CHARGE on the balance of Credit Purchases reflected on the statement and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on the statement on or before the Payment Due Date. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid FINANCE CHARGES.

This determines your total FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGES will be shown on your Periodic Statement.

HOW TO COMPUTE THE ADVANCES BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED

AVERAGE DAILY BALANCE (INCLUDING NEW ADVANCES): To avoid incurring an additional FINANCE CHARGE on the balance of a Cash Advance reflected on the statement, you must pay the New Balance shown on the statement on or before the Payment Due Date. The FINANCE CHARGES for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES.

This determines your total FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGES will be shown on your periodic statement.

THE EFFECTIVE ANNUAL PERCENTAGE RATE WILL DIFFER FROM THE CORRESPONDING ANNUAL PERCENTAGE RATE, IF CASH ADVANCE FEES HAVE BEEN INCLUDED

REPAYMENT: You promise to pay all amounts due on your Account. You agree to pay us each month a Minimum Monthly Payment, plus any payment past due, and any Late Charges. The Minimum Monthly Payment will be 3% of the outstanding balance or \$10.00, whichever is greater. You must pay us directly and we must receive your payment and the remittance stub on or before the Payment Due Date ("Due Date"), in accordance with statement instructions, in order for your Account to be credited by the Due Date. All payments shall be in U.S. dollars by a check drawn on or a money order issued by a U.S. financial institution, naming us as payee. You must not send cash.

ALLOCATION OF PAYMENTS: We will determine, at our option, and in accordance with applicable law, the order in which payments will be applied toward Purchases, Cash Advances, Balance Transfers, unpaid Finance Charges and Other Fees and Charges. We will credit payments to your account so as to avoid additional FINANCE or other charges, but we reserve the right to delay reinstatement of your credit line for a reasonable period of time to authenticate settlement of funds.

PREPAYMENT OR IRREGULAR PAYMENTS: Though you need only pay the Minimum Payment Due, you understand that you have the right to repay your Account at any time without penalty. You also understand and agree that you will only be charged FINANCE CHARGES to the date you pay your entire Account. You may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGES that you will pay. Any partial payment of your Account will not advance your next Payment Due Date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your monthly FINANCE CHARGE.

TERMINATION OF CREDIT EXTENDED AND ACCELERATION OF REPAYMENT: You understand that all loan credit under this Agreement may be terminated under any of the following conditions:

1. Upon your failure to make any of the payments when due under this Agreement, or pursuant to any other loan agreement with the Credit Union.
2. If you have made or do make any false or misleading statements in furnishing financial and other information to us.
3. In the event of your insolvency.
4. If you fail to provide us with a current credit application when requested.

Upon the occurrence of any of the foregoing conditions, all credit shall immediately terminate and written notice will be given by us to you and all amounts owing pursuant to this Agreement shall become immediately due and payable without demand or further notice at our option at the current Annual Percentage Rate until paid. If you fail to pay the entire outstanding balance upon demand, you agree to pay all collection costs of the Credit Union, including reasonable attorney's fees. If you terminate the Account, you will remain liable to us for use of the Card and/or the Account until all Cards are returned to us and the balance is paid in full.

CLOSING YOUR ACCOUNT: You may close your Account by notifying us. We may close your Account or suspend your credit privileges at any time without prior notice except as required by law for any legal reason. You will stop using your Account and destroy all Cards and Checks on your Account. All Liable Parties' liability will apply to all balances and transactions made on the Account even if they are made or processed after the date the Account is closed.

If we receive a request from any Liable Party to remove another Liable Party from the Account, we may honor or refuse the request without prior notice.

DEFAULT: You will be in default if: 1) you do not pay on time or the proper amount(s); 2) you fail to live up to any of the terms of this Disclosure and Agreement; 3) your creditworthiness is impaired; or 4) you die, become insolvent or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Disclosure and 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 Disclosure and Agreement will continue to accrue until you repay your entire loan.

CROSS DEFAULT: You understand and agree that your breach or default of the terms and conditions of this Agreement for your Card shall also be deemed to be a default of any and all other loans you now have with us or obtain in the future with us. Further, you understand and

agree that your breach or default of the terms and conditions of any other loan you now have with us or obtain in the future with us shall be deemed to be a default of the terms and conditions of the Agreement for this VISA Credit Card Account. This "Cross Default" agreement shall not apply to any loans secured by real property, property used as your dwelling or where otherwise prohibited by Federal or State Law or Regulation.

ACCELERATION AND COLLECTION COSTS: Upon your default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the unpaid balance, FINANCE CHARGES, Late Charges and collection costs. You understand and agree that you will be subject to Finance Charges (at the applicable Monthly Periodic Rate), Late Charges and collection costs under the terms disclosed in this Disclosure and Agreement, until you repay the entire loan. You also agree to pay reasonable attorney's fees, and court costs.

UNAUTHORIZED TRANSACTIONS: You will have no liability ("Zero Liability") for unauthorized transactions with your VISA Credit Card that are processed through VISA. You must refer to the Credit Union's Electronic Services Disclosure and Agreement for your liability for unauthorized ATM transactions. Zero Liability also will not apply to VISA Credit Cards issued outside the U.S. or to commercial cards. You must provide a written statement regarding any claim of unauthorized VISA transactions.

If you notify us of unauthorized transactions which were processed through VISA (this does not include cash disbursements at an ATM using your VISA Credit Card), we will provide a provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received.

"Unauthorized" means the use of your VISA Credit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

ELECTRONIC FUND TRANSFER: In the event a use of your Card, or the Account constitutes an Electronic Fund Transfer, the terms and conditions of our Electronic Services Disclosure and Agreement with you shall govern such transactions to the extent the Electronic Services Disclosure and Agreement expands or amends this Agreement.

RESPONSIBILITY OF BORROWER: You agree not to consummate any consumer credit transaction under this Agreement upon knowing that the credit privilege under this Account has been terminated or suspended. You agree to repay us according to the terms of this Disclosure and Agreement for all purchases, advances, FINANCE CHARGES and Late Charges, if any, arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards to us. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with you for charges he or she makes, plus any FINANCE CHARGES, Other Fees and Charges and expenses provided in this Agreement and related to such transactions, but if that person: (1) signs the Card or (2) if his/her name appears on a statement or (3) if he or she has agreed to be liable (even if his/her name does not appear on a statement) he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. In each case described above, that person and you will be individually and jointly liable ("Liable Party(ies)") for all credit extended on the Account (other than for Unauthorized Charges) including any FINANCE CHARGES, Late Charges, Other Fees and Charges, and expenses as provided in this Agreement. By using your Account or making payment on the Account knowing that your name appears on any statement, you agree that our records are accurate. If you are an Authorized User (as defined below), your liability does not relieve any Liable Party under this Agreement from liability for the Authorized User's transactions until paid in full. 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.

AUTHORIZED USERS: You may allow Authorized Users on your Account by notifying us that you want someone added to your Account as an Authorized User, or by lending your Card or Account Number to another, or by any other ways in which you would be legally considered to have allowed another to use your Account.

FOREIGN TRANSACTIONS AND CHARGES: Any international transaction is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be 0.8% of the transaction amount. There will be a 1% ISA fee if the transaction involves a non-U.S. currency exchange.

OTHER CHARGES: Other Charges will be added to your account, as applicable:

LATE PAYMENT FEE: We reserve the right to charge a Late Payment Fee of \$10.00 to your account each billing period that the minimum monthly payment is not received within 10 days from the closing date.

LOST OR STOLEN CARDS AND CHECKS: You will notify us AT ONCE, if you believe that a Card, Convenience Check, Account Number, Personal Identification Number (PIN) or any combination of the four has been used without your permission by immediately calling us at 1-800-234-5354. Representatives are available to assist you 24 hours a day, 7 days a week.

PAYMENTS MARKED "PAID IN FULL": We may accept checks, money orders, or other types of payment marked "payment in full" or use 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.

DELAY IN ENFORCEMENT / ENFORCEABILITY: We can delay enforcing any of our rights under this Agreement without losing them. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force. You understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "VISA Credit Card Acceptance Letter", "Credit Disclosures", "Credit Card Addendum" or "Security Agreement Securing a Credit Builder Secured VISA Credit Card" is an integrated part of this Agreement. This Agreement is the contract which applies to all transactions on your Account even though the Sales, Cash Advance, credit or other slips you sign or receive may contain different terms. You understand that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the amount of FINANCE CHARGE, effective as to any unpaid balance outstanding and any subsequent advance, upon providing notice to you where required by law.

CHANGE OF PERSONAL INFORMATION: You must notify us immediately if you change your name, address, or home or business telephone number. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card.

TRANSFER OF ACCOUNT: You cannot transfer or assign your Account to any other person.

TRANSACTIONS WITH MERCHANTS

RETURN POLICY: If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Account to buy goods or services from that merchant.

SHARE-SECURED VISA: As collateral for amounts you may request to be advanced from time to time pursuant to this VISA Credit Card Agreement, you pledge and grant to the Credit Union a lien on your deposits of the percentage of your maximum credit limit in your designated Share Account as indicated on the "Security Agreement Securing a VISA Credit Card". If you are in default under this Agreement, the Credit Union may take sums from the designated Share Account and Spouse/Joint Applicant designated Share Account (if applicable) as set forth on the Pledge of Shares Securing a VISA Credit Card in payment on any amounts owed to the Credit Union by you. If the amounts pledged are not sufficient to pay off all amounts owed to the Credit Union, you agree and acknowledge that you will be responsible for any and all deficiencies including any fees, charges and costs, including without limitation reasonable attorney's fees and costs which may have been incurred by the Credit Union as a result of your default.

YOUR BILLING RIGHTS

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:

Eagle Community Credit Union
23021 Lake Center Dr, Lake Forest, Ca 92630

In your letter, give us the following information:

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

You must contact us:

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

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

What Will Happen After We Receive Your Letter:

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

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

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

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

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

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

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

Eagle Community Credit Union
23021 Lake Center Dr, Lake Forest, Ca 92630

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.

PLEASE KEEP THIS DISCLOSURE FOR YOUR RECORDS - THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE EFFECTIVE DATE SHOWN BELOW EFFECTIVE APRIL 1, 2011.