



**VISA VARIABLE RATE AND FIXED RATE  
CLASSIC AND PLATINUM CARDS AGREEMENT  
AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

In this Agreement and Disclosure Statement the words "You," "Your," and "Yours" mean each and all of those that apply for, sign or use the VISA Variable Rate and/or VISA Fixed Rate Classic and Platinum Card(s), or those who authorize another to sign or use the Card(s). "We," "Us," and "Our" mean Coast Central Credit Union.

"Card" means the VISA Variable Rate and/or VISA Fixed Rate Classic and Platinum Card(s) issued to you and any duplicate and/or renewals we may issue. "Account" means your VISA Variable and/or VISA Fixed Rate Classic and Platinum Card(s) Account with us.

You agree to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using or permitting others to use a card issued to you by us, you agree to the following terms:

**THE FOLLOWING TERMS AND CONDITIONS APPLY ONLY TO VISA VARIABLE RATE CLASSIC AND PLATINUM CARD ACCOUNTS:**

**Notice: This Document Contains Provisions For a VARIABLE ANNUAL PERCENTAGE RATE.**

**INTEREST CHARGE:** The INTEREST CHARGE for a Billing Cycle will be the sum of two (2) components:

- (1) **CASH ADVANCE FEE:** One (1) component of the INTEREST CHARGE is the Cash Advance Fee. Cash and other Advance Transactions are subject to a Cash Advance Fee equal to 2% of the total amount of Cash Advance Transactions, or \$10.00, whichever is greater, which are posted to your Account during the Billing Cycle (not to exceed the maximum rate permitted by California Credit Unions during the Billing Cycle).
- (2) **MONTHLY PERIODIC INTEREST CHARGE, MONTHLY PERIODIC RATE, and NOMINAL ANNUAL PERCENTAGE RATE:** The second (2<sup>nd</sup>) component of the INTEREST CHARGE is the Monthly Periodic INTEREST CHARGE. The Initial Periodic Rate used in calculating the Monthly Periodic INTEREST CHARGE is the Monthly Periodic Rate indicated on Addendum "A" (attached). The Monthly Periodic INTEREST CHARGE for each Billing Cycle will be calculated by applying the Average Daily Balance (see explanation below) for your account during the Billing Cycle by the Monthly Periodic Rate. The Monthly Periodic Rate is determined by dividing the ANNUAL PERCENTAGE RATE by 12 and will change when the ANNUAL PERCENTAGE RATE changes.

**HOW WE DETERMINE CHANGES IN YOUR NOMINAL ANNUAL PERCENTAGE RATE:** The nominal ANNUAL PERCENTAGE RATE may increase or decrease during the term of this Agreement. Any such change will be based on an increase or decrease, rounded to the nearest 1/8 of 1% point of the most recent "Prime Rate" as published by the Wall Street Journal. This "Prime Rate" is available as of March 1, June 1, September 1 and December 1 of each year (herein "Index"). If more than one rate is listed under the heading "Prime Rate" in the Wall Street Journal, you agree that the prime rate used by us for purposes of calculating the Index shall be the base prime rate as on corporate loans posted by at least 75% of the nation's 30 largest banks. In the event that the Wall Street Journal ceases publishing the "Prime Rate" changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index.

The ANNUAL PERCENTAGE RATE is determined by adding a "Margin" to the Index in effect as of each Adjustment Date. The Index and Margin in effect as of the date of this Agreement are indicated on Addendum "A" (attached). We may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be constructed as a waiver of our right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

The ANNUAL PERCENTAGE RATE is subject to change every three months on the day following my "Statement Closing Date" in March, June, September and December of each year. These dates shall be shown as "Adjustment Dates." The Index in effect in March shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next Billing Cycle in March of the same year. The Index in effect in June shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next Billing Cycle in June of the same year. The Index in effect in September shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next Billing Cycle in September of the same year. The Index in effect in December shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next Billing Cycle in December of the same year. There is no maximum ANNUAL PERCENTAGE RATE during the term of this Note, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted by California state law at the time of each ANNUAL PERCENTAGE RATE change. The minimum ANNUAL PERCENTAGE RATE during the term of this Agreement is indicated on Addendum "A" (attached). 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. If the ANNUAL PERCENTAGE RATE and corresponding monthly Periodic Rate increases or decreases the INTEREST CHARGE will increase or decrease. Each change in the ANNUAL PERCENTAGE RATE and the corresponding monthly Periodic Rate will apply to any unpaid balance on the effective date of such change as well as to future purchases and advances.

**THE FOLLOWING TERMS AND CONDITIONS APPLY ONLY TO VISA FIXED RATE CLASSIC AND PLATINUM CARDS:**

**INTEREST CHARGE:** The INTEREST CHARGE for a Billing Cycle will be the sum of two (2) components:

- (1) **CASH ADVANCE FEE:** One (1) component of the INTEREST CHARGE is the Cash Advance Fee. Cash and other Advance Transactions are subject to a Cash Advance Fee equal to 2% of the total amount of Cash Advance Transactions, or \$10.00, whichever is greater, which are posted to your Account during the Billing Cycle (not to exceed the maximum rate permitted by California Credit Unions during the Billing Cycle).
- (2) **MONTHLY PERIODIC INTEREST CHARGE, MONTHLY PERIODIC RATE, and NOMINAL ANNUAL PERCENTAGE RATE:** The second (2<sup>nd</sup>) component of the INTEREST CHARGE is the Monthly Periodic INTEREST CHARGE. The Monthly Periodic INTEREST CHARGE for each Billing Cycle will be calculated by multiplying the Average Daily Balance (see explanation below) for your Account for the Billing Cycle by the Monthly Periodic Rate. The Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE are indicated on Addendum "A" (attached).

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO BOTH VISA VARIABLE RATE AND VISA FIXED RATE CLASSIC AND PLATINUM CARD ACCOUNTS:**

**CALCULATION OF THE AVERAGE DAILY BALANCE:** We calculate the Average Daily Balance (the balance which is subject to the Monthly Periodic Rate) as follows: The Average Daily Balance for your Account for a Billing Cycle is the average of the daily balances for each day of the Billing

Cycle. To calculate the daily balance each day, we take the following steps: We take the unpaid balance (all amounts you owe) at the start of the day. Then, in the sequence in which the amounts post to your Account, we add the amounts of all debits and subtract the amounts of all payments and credit, which post to your Account that day. Payments are applied first to any unpaid INTEREST CHARGE from previous Billing Cycles, then to any late charge, and then to the balance of your Account. Credits are applied to the particular type of debit which is being credited, if any, and then to the balance of your Account. After applying payments and credits, we subtract any amount of INTEREST CHARGE, and late charge which remains unpaid. Then we also subtract the amount of any Cash Advance transaction that posts to your Account on that day or any previous day in the same Billing Cycle. The result is the daily balance for that day. We add together all the daily balances for each day and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for that Billing Cycle.

**Special Note on Payments:** If you paid the ending balance two cycles ago in full by the due date, payments applied to the purchase balance that are made before the grace period ending date are considered effective as of the start of the statement cycle. Otherwise, payments are applied effective the date the payment is made. Please note that if the ending balance is paid in full and on time in the previous cycle then the effective date of the payment makes no difference since no interest is charged.

Note that Cash Advance transactions which are posted to your Account during a Billing Cycle are not included in the Average Daily Balance for that cycle, and are therefore not subject to the Monthly Periodic Rate during that cycle. However, they are included in the New Balance shown on the statement for that cycle, and are therefore also included in the unpaid balance at the start of the first day of the next Billing Cycle.

Please also note that if the total of the payments and credits, which are posted to your Account by the Payment Due Date shown on a statement, is equal to or exceeds the New Balance shown on the statement, we will not apply the Monthly Periodic Rate to your Account on your next Statement.

Finally, if any statement shows a Previous Balance that is zero or is a credit balance, we will not apply the Monthly Periodic Rate to your Account on that statement.

Your Total Periodic INTEREST CHARGE for the Billing Cycle is the sum of the Periodic INTEREST CHARGES on the Purchases Balance and the Periodic INTEREST CHARGES on the Advance Transactions Balance for the Billing Cycle. This determines your Periodic INTEREST CHARGE for the Billing Cycle. Actual INTEREST CHARGES (Periodic INTEREST CHARGE, and Cash Advance charges) will be shown on your Monthly Statement.

**PAYMENT:** You promise to repay us at our office, or at the address set forth on your monthly statement, all sums advanced to you or any person you permit to use this Account on the terms and the rates set forth herein. Payments will continue until you have paid in full the unpaid balance, INTEREST CHARGE and any other fees or charges. If your ANNUAL PERCENTAGE RATE is changed (as applicable) pursuant to the provisions set forth above, the number of payments required to repay the unpaid balance will be affected accordingly. You understand that each payment is applied first to unpaid fees and charges then to unpaid INTEREST CHARGES, if any, then to the Purchases Balance, and then to Cash Advances.

**MINIMUM PAYMENT DUE:** Every month, you must pay at least the Minimum Payment Due by the Payment Due Date shown on your Account Statement. By separate agreement, you may authorize us to charge the Minimum Payment Due automatically to your share or checking account with us. You may, of course, pay more frequently, pay more or pay the total new balance in full, and doing so may reduce the total amount of interest you pay. The Minimum Payment Due will be either (a) 4% of your total New Balance, rounded up to the next even dollar, or \$15.00, whichever is greater, or (b) your total New Balance, if it is less than \$15.00. In addition, you must pay any amount shown on your statement as past due and any late charge. Also, at any time your New Balance exceeds your Credit Limit, you must pay the excess.

Your Payment is applied in the following order: (a) unpaid fees and charges, if any, (b) unpaid Periodic INTEREST CHARGE, (c) unpaid balance on purchases, and (d) unpaid balance of cash advances.

**LATE CHARGE:** If we do not receive your Minimum Payment Due by the due date listed on your statement, you may incur a \$10.00 fee.

**CREDIT LIMIT:** We will establish a Credit Limit for you. You agree not to let the unpaid balance exceed this Credit Limit. You agree to advise us of any change in your financial condition that may affect your creditworthiness. You agree that you shall update the credit information that you have provided us, from time to time, on our demand. You may request an increase in your Credit Limit, but Credit Limit increases must be approved by us.

**BILLING CYCLES AND DUE DATES:** For both Visa Classic and Visa Platinum Cards, billing cycles end on the 15<sup>th</sup> of each month and payment is due on the 12<sup>th</sup> of the following month.

**PURCHASES AND CASH ADVANCES:** You may make purchases and request advances in accordance with current loan policies up to your Credit Limit. You understand that all purchases and other transactions requested by you are subject to our approval.

**PREPAYMENTS OR IRREGULAR PAYMENTS:** Though you need only pay the Minimum Payment Due in accordance with the terms and conditions set forth herein, you understand that you have the right to repay your loan at any time without penalty. You also understand you will only be charged Periodic INTEREST CHARGES to the date you repay our entire loan. You may make larger payments without penalty and this may reduce the total amount of INTEREST CHARGES that you will repay. Any partial payment of your loan will not advance your next payment due date(s). You understand that any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your INTEREST CHARGES.

**DEFAULT:** You will be in default (1) if you do not pay on time or in the proper amount; (2) you fail to abide by the terms of this Agreement; (3) your creditworthiness is impaired; or (4) you become insolvent, die or are the subject of bankruptcy or receivership proceedings. 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 that INTEREST CHARGES at the Periodic ANNUAL PERCENTAGE RATE as permitted under this Agreement will continue to accrue until you repay your entire loan.

**ACCELERATION AND COLLECTION COSTS:** If you are in default, we may demand immediate payment of the unpaid balance, INTEREST CHARGES, late charges, and collection costs. You understand that you will be subject to INTEREST CHARGES (at the applicable Periodic Rate), late charges, and collection costs under the terms disclosed in this Agreement, until you repay your entire loan. You also agree to pay your reasonable attorney's fees and court costs.

**RESPONSIBILITY:** You agree to repay us according to the terms of this Agreement for all purchases, advances, INTEREST CHARGES, and late charges, if any, arising from the use of this Account by you or any other person you permit to use your Account, even if that person exceeds your permission. Any person using the account/card is jointly and severally responsible for all charges on the account.

**CHANGE OF TERMS:** This Agreement is the contract which applies to all transactions on your Account, even though the sales, 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 method of application and the amount of INTEREST CHARGES on variable rate cards, effective as to any unpaid balance and any subsequent advance, by mailing a notice of the change to your last known address. You also understand that any such notice will be mailed at least forty-five (45) days prior to the effective date of the change as required by Federal or other law. Notice of a change of terms is required, but may be sent as late as the effective date of the change where the change has been agreed to, in writing, by you.

**TERMINATION:** We may terminate this Agreement upon your default. Either we or you may terminate this Agreement for other good cause. In no event shall any termination relieve you of your obligation to repay sums already borrowed, INTEREST CHARGES, late charges and fees, if any.

**TRANSACTION SLIPS:** Your statement will identify the merchant, electronic terminal or financial institution at which transactions are made, but sales, advance, credit or other slips cannot be returned with your statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. We may make a reasonable charge for any photo copies of slips you request.

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

**SURRENDER OF CARD(S):** The Card(s) remains our property and, if we request, you must surrender to us all cards we have issued on your Account.

**LOST OR STOLEN CARDS:** To report lost or stolen card(s), the Account Number, PIN or any combination of the three, please call us at (707) 445-8801, Monday through Friday, between the hours of 8 am and 6 pm and Saturdays 10 am – 3 pm. For assistance outside these hours, please call (866) 896-4689. If the lost or stolen card(s) is reported to the 866 number, you must still notify us the next working day at (707) 445-8801.

**UNAUTHORIZED USE:** 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 in writing at: Coast Central Credit Union, 2650 Harrison Avenue, Eureka, California 95501 or by phone at the numbers listed above.

**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. Another is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card at an ATM or other type of electronic terminal that provides access to the VISA system.

Your VISA card and/or account may not be used for any illegal 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 of any sort. Such transactions include, but may not be limited to, a 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 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.

**ELECTRONIC FUNDS TRANSFERS:** In the event a use of your card, or the account number of the card, constitutes an Electronic Funds Transfer, the terms and conditions of your Electronic Funds 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.

**MERCHANT DISPUTES:** In order for a transaction to be eligible for dispute, you must first attempt to resolve the issue with the merchant. Your right to dispute will depend upon their stated terms, conditions, and return policy. If goods were received, you must return them to the merchant and provide us with supporting documentation, including a tracking number and proof of insurance. You may file a dispute if no credit is received after 15 days from the return shipment date. For international purchases, if you do not or cannot return the item(s) for any reason, a dispute cannot be processed. To file a dispute call (866) 896-4689.

We are not responsible for the refusal of any merchant or financial institution to honor your card. We are subject to claim 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 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 merchant in your state or within 100 miles of your current mailing address. Any other dispute must be resolved directly with the merchant.

**FOREIGN TRANSACTIONS:** Transactions made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars, in accordance with VISA operating regulations for international transactions, will be at a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. International transactions are those in which the merchant's card processor is located outside of the USA, regardless of whether you make the purchase online, by phone, or in person. For these types of transactions, with or without a currency conversion, VISA will charge you up to a 1% International Service Assessment.

**EXCHANGE RATES:** VISA charges us a 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. We will charge 1% for both transactions. An international transaction is a transaction where the country of the merchant is located outside of the USA.

Transactions made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars, in accordance with VISA operating regulations for international transactions, will be: (1) 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 (2) the government-mandated rate in effect for the applicable central processing date.

**PAYMENTS MARKED "PAID IN FULL":** We may accept checks, money orders, or other types of payment marked "Paid 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. We shall accept full satisfaction of indebtedness only in a written agreement, signed by an authorized representative of Coast Central Credit Union.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it upon your written request or automatically after six (6) months.

**SIGNATURES AND RECEIPTS:** Some merchants are not required to provide a receipt for purchases under \$25.00 unless the cardholder requests one, and may not require a signature below certain amounts. If you do not receive a receipt for one of these purchases, you may request one from the merchant.

**DELAY IN ENFORCEMENT:** We can delay enforcing any of our rights under this Agreement without losing them.

**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 Federal law. You also understand that California’s choice of law rules shall not be applied if they would result in the application of non-California law.

**INTEGRATED DOCUMENT (S):** Any sheet of paper labeled “Additional Disclosure-Federal Truth-In-Lending Act” which is delivered together with this form is an integrated part of this Agreement.

**CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS:** You understand and agree that you must report to us any change of name, address or employment status.

**NOTICE:** See the statement below for important information regarding your right to dispute billing errors.

**COPY RECEIVED:** You acknowledge receipt of a copy of this VISA Variable Rate and/or VISA Fixed Rate Classic and Platinum Card(s) Agreement and Federal Truth-In-Lending Disclosure Statement and agree to and accept its terms.

**YOUR BILLING RIGHTS (Keep this Notice for future use):**

The words “You,” “Your,” and “Yours” mean each and all of those who are subject to the VISA VARIABLE RATE and/or VISA FIXED RATE CLASSIC AND PLATINUM CARD(S) Card Agreement. The words “We,” “Us,” and “Ours” mean Coast Central Credit Union. This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

**NOTIFICATION IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

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

In your letter, you should provide us with the following information:

Your full name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need information, you will describe the item you are not sure about.

If you have authorized us to pay your credit card statement automatically from your account, you can stop the payment on any amount that 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 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 statement 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 in question, including INTEREST CHARGES, and we can apply any 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 the statement that are not in question.

If we find that we have made a mistake on your statement, you will not have to pay any INTEREST CHARGES related to any questioned amount. If we did not make a mistake, you may have to pay INTEREST 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 us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have questions about your statement. And, we must tell you the name of anyone we reported you to. We must also tell anyone we report you to that the matter has been settled between us when it finally is.

**SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- A) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and,
- B) The purchase must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Annual Percentage Rate for Purchases	Grace Period for Repayment of the Balance for Purchases	Method of Computing the Balance for Purchases	Minimum Interest Charge
Fixed Rate- See Addendum “A” Variable Rate- See Addendum “A”	25-28 days	Average Daily Balance (including current transactions)	None

Annual Fee	Transaction Fee For Purchases	Transaction Fee For Cash Advances	Balance Transfer Fee	Late Payment Fee
Fixed Rate- None Variable Rate- None	None	2% of Cash Advance or \$10.00, whichever is greater.	2% of balance transferred or \$10.00, whichever is greater.	\$10.00