



VISA® CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

In this VISA CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT, the words YOU, YOUR and YOURS mean each and all those who apply for, or use the Visa Credit Card and agree to be bound by this Agreement. WE, US, OUR and OURS mean GREATER VALLEY CREDIT UNION. CARD means Visa Credit Card issued to you and any duplicates or renewals we may issue. ACCOUNT means your Visa Credit Card Account with us and AGREEMENT means the VISA Credit Card Agreement and Disclosure Statement.

OWNERSHIP: The Credit Card remains the property of Greater Valley Credit Union and you agree to surrender it to us upon demand. We may terminate any commitment under this agreement at any time, and without liability, for any reason not prohibited under state or federal law. If you are in default of payment, or in violation of any provision of this agreement, we may terminate the account without prior notice. If we have reason to believe that you are unable or unwilling to repay the credit, the account may be terminated without prior notice. If there is unauthorized use of the card, the account will be immediately terminated. In all other cases, we will give you a written notice of our intention to terminate the account. If the account is terminated or changed, we will deliver to you a statement of reasons for the termination or change in accordance with applicable law. A change may not be made solely on the basis of borrowers' change of name, marital status or retirement.

RESPONSIBILITY: By applying for, signing and/or using the card or allowing another to do so, you agree to be bound by all terms and conditions in this agreement and on the card. You will be jointly and severally liable with any authorized user of your card, for all credit extended by us in connection with your card, regardless of your credit limit. All authorized users must be within our field of membership.

If we approve your application, each applicant will be issued a card and will be able to use the account. Each applicant will also be liable to repay the account under the terms of this agreement. You will be obligated to repay any charges resulting from the use of the card by another person with your permission, whether or not the person exceeds the limits of use set by you. Any persons who use the card are also obligated to repay us for all charges under this agreement even though another person has been directed to pay the debt by agreement or court order, such as a judgment or dissolution of marriage.

LIABILITY: You may be responsible for any transactions on your card after its loss, theft or unauthorized use. You will not be liable for any unauthorized use which occurs after you notify us at the telephone number in the paragraph titled "LOST OR STOLEN CARD(S)", or in writing to Greater Valley Credit Union, P.O. Box 12681, Fresno, CA 93778. In any case, your liability will not exceed \$50.00. REPORT A LOST OR STOLEN CARD IMMEDIATELY. (Also see "YOUR BILLING RIGHTS").

COLLATERAL: You agree that all collateral you may have pledged as security for other obligations owing to us shall also be security for your obligations under this Visa account.

OFF SET RIGHTS: In the event you are in default, we may apply the balance remaining in your share account or any other account you may have with us to your obligations under this Visa account.

CREDIT LIMIT: Your self-replenishing line of credit is also your credit limit. You will not let the unpaid balance exceed this credit limit. You may not use your Visa card if you owe us more than your credit limit. If you do exceed your credit limit, you must pay the amount over your credit limit immediately. You may request an increase in your credit limit at any time, but credit limit increases must be approved by one of our Loan Officers.

USING THE CARD: To make a purchase or request a cash advance, you may: 1) present the card to a participating Visa plan merchant, to us or another financial institution, or 2) use the card in conjunction with your Personal Identification Number (PIN) at an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the Visa network. You will receive a copy of the receipt which you should retain to verify your monthly statement.

ILLEGAL USE: You may not use your card for any illegal transactions such as internet gambling, purchasing illegal drugs, etc.

ELECTRONIC TERMINALS: If you have been or are later given a Personal Identification Number (PIN) to access this account at electronic terminals, you agree not to disclose your PIN to others. You agree not to let anyone else use your Card or PIN. You also agree that we may terminate your use of electronic terminals (with respect to this account) without cause or prior notice. If your card is lost or stolen and you have disclosed your PIN or attached your PIN to your card, you may be responsible for all charges.

MERCHANT ACCEPTANCE: We are not responsible for the refusal of any merchant or financial institution to honor your card.

FINANCE CHARGE: A FINANCE CHARGE will not be assessed if the new balance on your current statement is paid in full by the due date. If not so paid, FINANCE CHARGES will accrue on all purchases (previous and current) from the date they were posted to your account. FINANCE CHARGES will accrue on all cash advances made in the current billing period from the date the advance is posted to your account. If the total FINANCE CHARGE during any month is between \$.01 and \$.50, inclusive, a minimum FINANCE CHARGE of \$.50 may be imposed.

HOW THE FINANCE CHARGES ARE CALCULATED: For purchases, the finance charge is calculated by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. Then the Finance Charges will be assessed on the total Average Daily Balance at a Daily Periodic Rate of .03534% (corresponding ANNUAL PERCENTAGE RATE of 12.90%) multiplied by the number of days in the billing cycle.

For cash advances, the finance charge is calculated by applying the periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Then the Finance Charges will be assessed on the total Average Daily Balance at a Daily Periodic Rate of .03534% (corresponding ANNUAL PERCENTAGE RATE of 12.90%) multiplied by the number of days in the billing cycle. Balance transfers are calculated in the same manner as cash advances.

MONTHLY PAYMENTS: If you elect to pay only a portion of the amount owing on your account each month, you agree to pay at least the Minimum Payment Due by the Payment Due Date (which is a minimum of 21 days from the date of the statement). The Minimum Payment Due will be either: a) 3% of the new balance or \$25.00 (whichever is greater), or b) your total new balance, if it is less than \$25.00, plus any amounts past due. If you exceed your credit limit, the amount of the excess will be identified on your statement as Amount Over Credit Limit. The required payment due by the date shown on your statement will be the greater of the Minimum Payment Due or the amount Over Credit Limit. The amount you must pay will be shown as Minimum Payment Due.

LATE PAYMENT CHARGE: Your Minimum Monthly Payment will be past due if it is not received at the Credit Union on or before the Payment Due Date shown on your billing statement. If your minimum payment is not received by the end of the billing cycle, you will be charged a late charge of 3% of the payment due or \$5.00 (whichever is greater).

OVER LIMIT CHARGE: We do not charge an over limit charge. If you go over your credit limit, you are required to pay the full amount over limit by your next billing due date, as well as your minimum payment due. If you, on a regular basis, continue to exceed your credit limit we may discontinue your card.

CASH ADVANCE CHARGE: The transaction fee for cash advances is 1.5% of each cash advance. If your cash advance is done at our local branch office you will not be charged a cash advance fee.

OTHER CHARGES:

- a. If you request us to do research on your account other than to resolve an error which we have actually made, you will be charged for the time spent on such research at the rate of \$20.00 per hour.
- b. If a check or payment transfer to your account is dishonored, a returned item fee of \$18.00 will be imposed for each check or transfer. This charge may be in addition to any late charge or additional FINANCE CHARGE which we may impose because of delinquent payments.
- c. If you request statement copies, you will be charged \$2.00 for each copy.
- d. If we replace your card(s), you may be charged \$5.00 for each card to be replaced.

DEFAULT: All obligations shall become immediately due without notice at our option in the event of: a) death, bankruptcy, insolvency or failure to pay this obligation or any other obligation to the Credit Union, b) the institution of garnishment or attachment requiring your involvement, or c) any breach or default of this agreement. In addition, you will be in default if you have made misleading or incorrect statements or material omissions of information in your credit application, or you fail to notify the Credit Union of a change of your employment, your name, or your address. Even if the Credit Union accepts a late payment or a partial payment, we are not waiving our right to accelerate payment of the account and declare the entire unpaid balance due. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. You also agree to pay our reasonable attorney's fees and court costs.

COLLECTION COSTS: If you are in default and we demand payment in full, you understand that you will be charged a FINANCE CHARGE at the monthly periodic rate on the unpaid balance, and collection costs and late charges, if any, until you repay your loan. You also agree to pay our reasonable attorney's fees and court costs.

FOREIGN TRANSACTIONS: If you use your card for transactions in a foreign country that does not involve currency conversions to U.S. dollars, you will be charged a 1% fee on each transaction. If you use your card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, using either (i) a government-mandated rate or (ii) a wholesale market rate in effect the day before the transaction processing date. If the credit has a different processing date, the exchange rate of the credit can be greater or less than that of the original transaction. The currency rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your account. A transaction fee of 1% will be added to transactions made in foreign currencies.

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

LOST OR STOLEN CARD(S): To report a lost or stolen card(s), Visa Account Number, PIN, or any combination of the three, you will call us at (559) 233-0867, Monday through Friday, between the hours of 9:00 a.m.-5:00 p.m. After hours, weekends or holidays, call 800-543-5073. If the lost or stolen card(s) is reported to the 800 number, you must also notify the Credit Union the next working day at (559) 233-0867.

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 that California's choice of law rules shall not be applied if that would result in the application of non-California law.

TERMINATION: We may terminate this agreement upon adverse re-evaluation of your credit worthiness, ability to pay or your failure to live up to any of the terms of this agreement. Either you or we may terminate this agreement for other good cause. We may also terminate this agreement without cause upon written notification to you. If the agreement is terminated, you will surrender all issued cards to us. In no event shall any termination relieve you of your obligation to repay sums already borrowed, payment of collection costs, late charges, if any and periodic FINANCE CHARGES.

CHANGE IN TERMS: We may change any term or part of this agreement, including any FINANCE CHARGE rate, fee or method of computing any balance upon which the FINANCE CHARGE rate is assessed, by sending you a written notice at least forty five (45) days prior to the effective date of the change. If you do not want the changes to apply to your account, you have the option of cutting all your cards in half and returning them to us with a written request that they be cancelled. If you do so, you will be obligated to pay off the outstanding balance of your account, but under the prior Annual Percentage Rate. If you do not return all your cards before the effective date of the change such changes on the account will apply, in accordance with applicable laws and regulation, to the card(s), to new transactions made under this agreement, and to any outstanding balance.

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 of us about your credit standing to the extent authorized by law.

WAIVERS: We may delay enforcing our rights under this agreement without losing them. A waiver of any right by us shall not be deemed to be a waiver of other rights or of the same right at another time.

COPY RECEIVED: You acknowledge receipt of a copy of this Agreement and Disclosure Statement.

VOLUNTARY PAYMENT PROTECTION: We may offer Voluntary Payment Protection to you. This payment protection is not necessary to obtain credit. If you purchase this payment protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

NOTICE: See the following for important information regarding your right to dispute billing errors.

YOUR BILLING RIGHTS:

KEEP THIS NOTICE FOR FUTURE USE. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. WHAT TO DO IF YOU FIND A MISTAKE OR YOU HAVE INQUIRIES ABOUT YOUR BILL:

If you think there is an error on your statement, or if you need more information about a transaction, write us at the address listed on your statement as soon as possible. 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 THE ERROR: 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.

2. WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER: Within thirty (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 ninety (90) days of receiving your letter, we must either correct 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 any amount you question, or report you as delinquent on the disputed 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 complete our investigation, one of two things will happen: (1) 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; (2) If we do not believe there was a mistake: You will have to pay the amount in question, along with any 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 our explanation does not satisfy you, you must write us within ten (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 as delinquent, and we must let those organizations know when the matter has been settled between us. If we don't follow these rules, you do not have to pay the first \$50.00 of the questioned amount, even if your bill was correct.

3. YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES: If you are dissatisfied with the goods 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 purchase. To use this right, all of the following must be true:

1. You must have made the purchase in your home state or, with in 100 miles of your current mailing address; and the purchase must have been more than \$50.00. (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 above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed on your statement.

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 you think you owe an amount and you do not pay, we may report you as delinquent.

4. STATE AND LOCAL LAW: The summary of your rights under federal law does not cover all rights you may have under State and Local law. If, under State or Local law, you have a longer period of time in which to send an inquiry to the Credit Union concerning your statement, reliance on any such longer time period may result in your losing important rights which could be preserved by acting more promptly under Federal law. State or Local provisions, if any, only become operative upon the expiration of the time period provided by Federal Regulation Z for submitting a proper written notification of an error.

You may also obtain information regarding shopping for and using credit cards by visiting the website of the Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/>.

Greater Valley Credit Union

1185 W. Hedges Avenue

P.O. Box 12681

Fresno, California 93778-1219

Phone: (559) 233-0867 Toll Free: (800) 605-GVCU (4828)

Fax: (559) 233-0240