

Effective 8/20/09



Credit Card and Electronic Services Agreements and Disclosures

CREDIT CARD AGREEMENT AND DISCLOSURE

- Visa® Classic
- Student Visa Classic
- Share-Secured Visa Classic
- Visa Platinum
- Visa Platinum Plus
- Share-Secured Visa Platinum Plus



LA **LOS ANGELES**
Federal Credit Union
YOUR FINANCIAL SOURCE FOR LIFE

THIS IS YOUR CREDIT CARD AGREEMENT AND DISCLOSURE CONTAINING NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CLASSIC, SHARE SECURED VISA CLASSIC, VISA PLATINUM PLUS, SHARE SECURED VISA PLATINUM PLUS AND STUDENT VISA CLASSIC CREDIT CARDS. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement, the reference to "We," "Us," "Our," and "Credit Union" mean the LOS ANGELES FEDERAL CREDIT UNION. The words "You" and "Your" mean each person who accepts this Agreement or uses the Visa Classic, Share-Secured Visa Classic, Visa Platinum, Visa Platinum Plus, Share-Secured Visa Platinum Plus, or Student Visa Classic Credit Cards. "Account" means the Visa Classic, Share-Secured Visa Classic, Visa Platinum, Visa Platinum Plus, Share-Secured Visa Platinum Plus, or Student Visa Classic Credit Card Account established for You. The words "Credit Card" or "Card" mean any Visa Classic, Share-Secured Visa Classic, Visa Platinum, Visa Platinum Plus, Share-Secured Visa Platinum Plus, and Student Visa Classic Credit Cards issued to You by Us and any duplicates and renewals. "Visa Convenience Checks" mean the special Account access devices We provide for Your use from time to time. If this is a joint account, read singular pronouns in the plural.

You understand the following terms constitute the Agreement:

ACCOUNT RESTRICTIONS. In order to receive and maintain a Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Credit Card, You agree to give Us a specific pledge of shares which will be equal to Your credit limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account. You may cancel Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account at any time by paying any amounts owed on Your Share-Secured Visa Classic or Share-Secured Visa Platinum Plus Account. To be certain that Your entire balance and all advances on Your Account are paid, any shares pledged may not be available for 30 days after You have cancelled Your Account.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

COLLECTION COSTS. To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorney fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement and Disclosure. By signing the Application and Your Credit Card, by using Your Card, by using Your Account or by authorizing another to use Your Account, You agree to accept its terms.

CONSENSUAL LIEN. As permitted by law, You grant and consent to a lien on Your deposit accounts with Us (other than those deposits established under a governmental-approved tax deferral plan such as an IRA or Keogh Account) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your Share Account after six months.

CREDIT INSURANCE. Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to the outstanding balance of Your Account. If You elect to do so, You will be given

the necessary disclosures and documents separately. Any credit insurance premiums will be charged to Your Account as a purchase.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

If You are in default, We may, without notice or demand, and to the extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance immediately due and payable and require the return of all Cards and other Account Access devices.

EFFECT OF AGREEMENT. Even though the sales, cash advance, credit or other slips You may sign or receive when using the Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

FINANCE CHARGES. In the case of any transactions under Your Visa Classic, Share-Secured Visa Classic, Visa Platinum Plus, Share-Secured Visa Platinum Plus or Student Visa Classic Account, a Finance Charge will be imposed on all Visa Credit Card purchases and cash advances by the application of a monthly periodic rate (and corresponding Annual Percentage Rate) to the Average Daily Balance indicated on Your monthly billing statement.

To get the Average Daily Balance, We take the beginning balance of Your Account each day during the billing cycle (including any unpaid purchases and cash advances first posted to Your Account during the prior billing cycle; excluding any previously billed but unpaid Finance Charges and Late Charges), add any new purchases or cash advances and subtract any payments or credits (as described herein). This gives Us the daily balance. We then add up 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.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date, provided the previous statement's balance was paid in full. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances (including Visa Convenience Checks), are always subject to a Finance Charge from the date they are posted to Your Account.

All Credit Card accounts are subject to an Introductory Rate for the 6-month period immediately following the date that Your Card is activated, during which time the Monthly Periodic Rate that will apply to Your transactions is 0.2417% (corresponding ANNUAL PERCENTAGE RATE 2.90%).

Upon the expiration of any such Introductory rate period, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to the portion of Your balance consisting of transactions that occur after the expiration of such period will increase to the non-introductory rate disclosed in this Agreement.

Monthly and Annual Percentage Rates

Visa Classic

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
A	0.9292%	11.15%
B	1.0541%	12.65%
C	1.2000%	14.40%
D	1.3458%	16.15%

Student Visa Classic

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
---	1.0541%	12.65%

Share-Secured Visa Classic

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
---	0.8333%	10.00%

Visa Platinum (with Low Rate/No Rewards)

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
A+	0.7075%	8.49%
A	0.7625%	9.15%
B	0.8458%	10.15%
C & D	0.9917%	11.90%

Visa Platinum (with cash back)*

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
A & A+	0.8250%	9.90%
B	0.9500%	11.40%
C & D	1.0958%	13.15%

Visa Platinum Plus (with CUREwards)

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
A & A+	0.8042%	9.65%
B	0.9292%	11.15%
C	1.0750%	12.90%
D	1.2208%	14.65%

Share-Secured Visa Platinum Plus

Plan Level	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
---	0.6667%	8.00%

*For net purchases (purchases minus credits and returns, and excluding any and all fees and finance charges) up to \$250 during each billing cycle, you will be credited an amount equal to 0.50% of such net purchases against the balance You owe. For net purchases exceeding \$250 during each billing cycle, You will be credited an amount equal to 1.00% of such net purchases against the balance You owe. Rewards are credited at the close of each billing cycle and will be reflected as a credit on the periodic statements You receive. At no time will credits be calculated on cash advances, balance transfers, or advances using Visa Convenience checks. To be eligible for the Cash Back Rewards program,

Your Account must be open and in good standing at the time the reward is to be credited. For example, Your Account cannot be past due, over limit, or the subject of a bankruptcy or a fraud investigation. In addition, if Your payment posts after the statement due date You will forfeit all rewards that would have otherwise accrued in the previous billing cycle. If You close Your Account before any rewards that would have otherwise been earned are credited (e.g. prior to the close of a billing cycle), then such rewards will also be forfeit. The Credit Union has the right to change or cancel the Cash Back Rewards program at any time.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus 1.00%.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" which is delivered to You and relates to this Agreement is an integrated part of this Agreement and Disclosure.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBER. We will issue You a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may affect Your rights.

JOINT ACCOUNTS. Each Cardholder will be responsible, jointly and severally, for the repayment of amounts owed. You understand that any Card which is requested and approved, will be mailed only to the primary Cardholder at the address indicated on the application. We may refuse to follow any instructions which run counter to this provision.

LATE CHARGE. If Your payment is late, You will be charged \$25.

LATE PAYMENT INTEREST RATE. The Monthly Periodic Rate used to calculate Finance Charges on Your Account will increase to 1.4917% (corresponding to an ANNUAL PERCENTAGE RATE of 17.90%) if You are late in making Your payments two or more consecutive billing cycles. This increased rate will apply to Your entire outstanding Account balance existing after the first day of the billing cycle during which the conditions described herein occur (subject to applicable regulatory notice requirements) and will continue to apply until and unless You have made 6 timely consecutive payments. This increased rate will also apply to Your entire Account balance if Your Account is ever in default and will continue to apply for as long as You have a balance on Your Account that is subject to a Finance Charge (except to the extent that such rate will decrease in the 6th month following the date that You cure such default to that rate that would have been in effect had no default occurred in the first place). At Our discretion, We may reduce any Late Payment Interest Rate applicable to Your Account without giving up any of Our rights set forth in this provision or in Our Agreement within Your Agreement with Us.

LINE OF CREDIT LIMIT. If Your application for a Card is approved, You will be notified of Your specific Credit Limit for transactions made under Your Account. Unless You are in default, the Credit Limit established for You will be self-replenishing as You make payments on Your Account. You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advance which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

LOST OR STOLEN CARDS AND/OR VISA CONVENIENCE CHECKS. To report a lost or stolen Card or Convenience Check, You will immediately call Us at (800) 449-7728. You may also write to Us at the address shown in this Agreement.

MINIMUM MONTHLY PAYMENT. Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account or make larger payments at any time without penalty. You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Payments will be applied in the following order: (a) any Fees owing; (b) any Finance Charges due on purchases and cash advances; (c) any outstanding principal balances for cash advances previously billed yet unpaid; (d) any remaining balance for cash advances; (e) any outstanding principal balances for purchases previously billed yet unpaid; and then to (f) any remaining balance for purchases. You understand that any delay in the repayment of Your unpaid balance will increase the amount You will pay in periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges. You understand that any portion of any payment which is subsequently applied to principal as designated herein, will be credited first to that portion of Your unpaid principal balance which carries the highest Annual Percentage Rate until such portion is paid in full, followed by that segment of Your unpaid principal balance which carries the next highest Annual Percentage Rate until it is paid in full. Such application to principal shall continue in perpetuity.

Minimum Monthly Payments will be an amount equal to 3.00% of Your unpaid specific Visa Account balance at the end of each billing cycle, subject to the lesser of \$20 or Your Account balance. In addition to the Minimum Monthly Payment, You will also be required to pay any prior payments due which remain unpaid and any amounts which exceed Your credit limit.

Payments received before 2:30 p.m. on a business day that We are open will be credited to Your Account that day. Payments received after 2:30 p.m. will be credited to Your Account the next business day.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

OTHER FEES AND CHARGES. You agree to pay Us the following fees and charges associated with the use of Your Card: (a) Except for Premier and Premier 55 Cardholders, \$15 for each replacement Card that You request (Value and Imperial accountholders are eligible to receive one free replacement Card per 12-month period); (b) a returned check (or other negotiable instrument used for payment or payment made through an Automated Clearing House) charge of \$26 for each item returned for non-payment (maximum of \$130 per day); (c) \$26 for express replacement of a Card; (d) \$24 over-credit-limit fee for each billing cycle during which You exceed Your credit limit; (e) \$26 for each stop payment that You request for Visa Convenience Checks; (f) \$5 for each merchant draft copy that You request that is unrelated to a valid billing error dispute; (g) \$5 overdraft protection fee for each personal check paid by an advance from Your Visa Account due to an overdraft on Your Share Draft Account; and (h) an annual Account Inactivity Fee **FINANCE CHARGE** of \$10 if, during any 24-consecutive-month period, You have not made any purchases or cash advances. This fee will be charged to Your Account at the end of any such 24-month period for each renewal year Your Account remains open; (i) for all cash advances (other than those obtained at an ATMs owned and operated by Us), You will be charged a cash advance fee **FINANCE CHARGE** equal to 2.00% of the amount advanced; and (j) for cash advances obtained at ATMs owned and operated by Us, You will be charged a cash advance fee **FINANCE CHARGE** equal to \$2.50 for each such advance.

OTHER SECURITY. Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

OUR RESPONSIBILITIES TO HONOR VISA CONVENIENCE CHECKS. We are under no obligation to honor Your Visa Convenience Checks if: (1) by paying a Visa Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Visa Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

OVERDRAFT PROTECTION. If the Overdraft Protections feature of Your Account has been activated, We may transfer funds in multiples necessary

(or in such increments as We may from time to time determine) to clear any overdraft on Your checking (Share Draft) Account by an advance on Your Visa Classic, Share-Secured Visa Classic, Visa Platinum, Visa Platinum Plus, Share-Secured Visa Platinum Plus or Student Visa Classic Credit Card Account subject to this provision. Whether or not such a transfer occurs will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Your Overdraft Protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

OWNERSHIP. Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

PERIODIC STATEMENT. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each billing cycle in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

PROMISE TO PAY. Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, credit cards, Visa Convenience Checks and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

REFUSAL TO HONOR CARDS OR VISA CONVENIENCE CHECKS. Visa Convenience Checks must be at least equal to \$100 and cannot exceed the lesser of Your approved Credit Limit or \$30,000, and We may refuse to honor any non-conforming convenience check. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Visa Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Visa Convenience Checks.

TERMINATION. Subject to applicable law, either You or We may cancel Your Account at any time whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

TRANSACTION SLIPS. Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us orally and in writing at the address or telephone number shown in this Agreement, of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update personal information or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

USE OF YOUR CARD. You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution. If You are issued a cash advance draft, it will be imprinted with Your Card number. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or Federal law. You also agree not to use Your Card in any country that We or the United States Government may from time to time designate.

VISA CONVENIENCE CHECK RATE. If Your Account is subject to a promotional rate for Visa Convenience Check transactions, the Monthly Periodic Rate applicable to such transactions will be 0.2417% (corresponding ANNUAL PERCENTAGE RATE of 2.90%). Upon the expiration of any such promotional rate period, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to the portion of Your balance consisting of transactions that occur after the expiration of this Agreement will increase to the non-promotional rate disclosed in this Agreement.

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.

NOTIFY US 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 statement, write Us on a separate sheet, at the address shown on Your periodic statement. Write to Us as soon as possible. We must hear from You no later than 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, give Us the following information: (1) Your Name and Account number; (2) Dollar amount of the suspected error; (3) Describe the error and explain, if You can, why You believe there is an error. If You need more information, describe the item You are not sure about.

If You have authorized Us to pay Your Credit Card bill automatically from Your savings or checking Account, You can stop the payment on any amount You think is wrong. To stop the payment, Your letter must reach Us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS & OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge Your letter within 30 days, unless We have corrected the error by then. Within 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 You question, including Finance 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 Your statement that are not in question.

If We find that We made a mistake on Your statement, You will not have to pay any Finance Charges related to any questioned amount. If We didn't make a mistake, You may have to pay Finance Charges, and You will have to make up any missed payments on the questioned amount. In either case, We will send You a statement of the amount You owe and the date that it is due. If You fail to pay the amount that We think You owe Us, We may report You as delinquent. However, if Our explanation does not satisfy You and You write to Us within 10 days telling Us that You still refuse to pay, We must tell anyone We reported You to that You have a question about Your statement and We must tell You the name of anyone We reported You to. We must tell anyone We reported You to that the matter has been settled between Us when it finally is.

If We don't follow these rules, We can't collect the first \$50 of the questioned amount, even if Your bill was correct.

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 price must have been more than \$50.

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



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