

CARDHOLDER AGREEMENT

This cardholder agreement, hereafter referred to as "Agreement", covers your VISA Credit Card issued by United Local Credit Union. In this Agreement the words "you" and "your" means each and all of those who apply for a Visa Credit Card with United Local Credit Union. The words "we", "us", "our" and "Credit Union" mean United Local Credit Union. The Agreement is composed of the foregoing Application together with these terms and conditions. "Credit Card" means the VISA Credit card issued by the Credit Union.

TERMS AND CONDITIONS APPLICABLE TO THE VISA CREDIT CARD, TO WHICH YOU AGREE:

Responsibilities: The person (Cardholder) whose name is embossed on the face of the card and each Cardholder (if more than one card is issued bearing the same account number), by signing or using said Card, receipt of which is acknowledged, agrees with the following:

- A. Goods and services ("Credit Purchases") may be purchased or leased by means of card use by Cardholder from any retail Business establishment ('seller") who honors the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, Cash Advances may be obtained through use of a PIN at a participating network ATM, or in a Credit Union Branch by authorized Credit Union personnel.
- B. Cardholder shall be liable and agrees to pay the Credit Union for Credit Purchases and Cash Advances made by the Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Cash Advances obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a authorized user or signor on said credit card account.
- C. Cardholder agrees that after a 2-year period of inactivity, the Credit Union reserves the right to close the Credit Card account, without prior notification. Upon closure of Credit Card, all services associated with said Credit Card will be forfeited. This includes any and all points, should said Credit Card be associated with a rewards program. Should the cardholder wish to reinstate the Credit Card Account, they must reapply and meet all current conditions/qualifications, including credit approval.
- D. Each Card is the property of United Local Credit Union, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by United Local Credit Union, or its designee, and the privileges thereof revoked, at any time without prior notice.
- E. Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchases or cash Advances, which will increase Cardholder's indebtedness to United Local Credit Union to an amount in excess of the limit established by United Local Credit Union.
- F. All Credit Purchases and Cash Advances are accepted at the option of the Seller and Cash Advancing Financial Institution respectively, and United Local Credit Union shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to United Local Credit Union which shall be shown as a credit on Cardholder's account statement with United Local Credit Union.
- G. If the card is canceled or surrender is demanded by United Local Credit Union, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, United Local Credit Union may elect to declare all amounts then owed to the Credit Union to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from United Local Credit Union, or takes out other loans with United Local Credit Union in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. This also includes any cash currency available in share accounts, except for IRA Shares where prohibited by law. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this agreement even if United Local

Credit Union has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by United Local Credit Union in collecting Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those cost, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

- H. This agreement may be amended from time to time by United Local Credit Union by written notice mailed to Cardholder at Cardholder's last known address as well as made available at www.unitedlocal.org, in a format that can be downloaded and saved. Amended agreements may also be request by calling 559-227-8329 or visiting a local branch.
- I. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Credit Card shall be governed by the laws of California.
- J. Additional charges/fee's may also be assessed if you pay us with a check or ACH not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.
- K. If it is believed that the Card has been lost or stolen or used in an unauthorized manner, the Cardholder shall contact United Local Credit Union IMMEDIATELY, in order to minimize possible losses. In most cases, the Cardholder will not be liable for any unauthorized transaction if the transactions are reported in a reasonable time frame, unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the Card. Lost/Stolen cards and/or unauthorized transactions can be reported by calling 559-227-8329.
- L. Cardholder agrees that United Local Credit Union, its agents or service companies may monitor and/or record any telephone communications with Cardholder or authorized card users.
- M. Payments must be made to United Local Credit Union in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date; Cardholder agrees to pay the converted amount to United Local Credit Union in U.S. dollars, plus a fee of 1% for conversion and processing.
- N. United Local Credit Union may accept checks marked "Payment in Full" or with words of similar effect without losing any of the Credit Union's rights to collect the full balance of the Cardholder's account.
- O. United Local Credit Union can reinvestigate and reevaluate any information the Cardholder provided on Cardholder's credit application at any time, and in the course of doing so, the Credit Union may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's credit standing.

ADDITIONAL AGREEMENTS

1. **Promise to Pay:** You promise to pay United Local Credit Union all amounts borrowed under this Agreement, plus any finance charge or other amounts due. You agree to pay the Credit Union on or before the due date shown on your monthly statement. Due dates cannot be changed from the designated due date.
2. **Monthly Statements:** Each month you will be sent a statement showing any purchases, cash advances, debit advances, payments or credit made to your account. Your statement will also show the "new balance", the "required payment due", previous balances of purchases and cash advances, the FINANCE CHARGE due to date, any other billed fees, and the Minimum

Payment upon receipt of your statement. You may pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full and will reduce the FINANCE CHARGE.

- 3. Minimum Payments:** The Minimum Payment on your credit card account will be either (a) the New Balance shown on your statement if the amount is equal to or less than \$25.00; (b) 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded to the nearest dollar), or \$25.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due. Payments must be made by the due date shown on the monthly statement.
- 4. Finance Charges:** You can avoid FINANCE CHARGES on purchases on your credit card by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise the New Balance of Purchases and subsequent purchases from the date they are posted to your credit account will be subject to FINANCE CHARGES. Cash advances are always subject to FINANCE CHARGES from the date they are posted to your account. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate (varies by card and qualifications) to the average daily balance of purchases and cash advances. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, no-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.
- 5. Change of Address:** If you move you must give us your new address and phone number. A change of address does not affect your responsibility to make timely payments. The Credit Union is not liable for any losses, fraudulent charges, declined transactions or late payments that are the result of your failure to maintain current information.
- 6.** Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A. Inc., as applicable, as well as all applicable state and federal laws and regulations. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA U.S.A. Inc., the rules and regulations of VISA U.S.A. Inc. will take precedence.
- 7.** Your card may not be used for any illegal transaction(s), including online gambling as outlined by Federal Reserve Regulation GG