

## VISA CREDIT CARD AGREEMENT - *Continued*

payments as regularly scheduled. This applies to August and September Summer Skips. Call for complete details.

### YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

First Financial Credit Union  
P.O. Box 90  
West Covina, CA 91793

You may also contact us on the Web: [mycu@ffcu.org](mailto:mycu@ffcu.org)

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* (or electronically).

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 this 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 the 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* (or electronically) at:

First Financial Credit Union  
P.O. Box 90  
West Covina, CA 91793  
[mycu@ffcu.org](mailto:mycu@ffcu.org)

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.

**NOTICE OF NEGATIVE INFORMATION** — Federal law requires us to provide the following notice to members before any “negative information” may be furnished to a nationwide consumer reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### SPECIAL RULES FOR CALIFORNIA RESIDENTS

If you are a California resident, our right to recover any credit extended through the use of your credit card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom the card holder made the purchases if: (a) the purchase price of the item as to which a defense is asserted exceeds \$50.00; (b) the purchase was made within the State of California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer, and (d) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.

**NOTICE TO CREDIT CARD APPLICANTS UNDER 21** — If you are under 21 years old, you will need to show that you are able to make payments, or you will need a cosigner (parent or guardian who assumes joint liability) in order to open a credit card account.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>9.90%* to 21.90%*</b> Based on your creditworthiness.
APR for Balance Transfers	<b>9.90%* to 21.90%*</b> Based on your creditworthiness.
APR for Cash Advances	<b>9.90%* to 21.90%*</b> Based on your creditworthiness.
Penalty APR When It Applies	N/A
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	<b>If you are charged interest, the charge will be no less than \$0.</b>
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov">www.consumerfinance.gov</a>
Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transaction</li></ul>	N/A <b>4.00% per transaction with a minimum of \$5.00</b> <b>2.00% of the transaction amount</b>
Penalty Fees <ul style="list-style-type: none"><li>• Late Payment</li><li>• Over-the-Credit Limit</li><li>• Returned Payment</li></ul>	<b>Up to \$15.00</b> None <b>Up to \$35.00</b>
Other Fees	Please refer to the Schedule of Fees for a complete listing.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

P.O. Box 90  
West Covina, CA 91793  
(800) 537-8491

\*All loans are subject to credit approval and all First Financial policies and procedures. Terms and conditions subject to change. First Financial is an equal opportunity lender. Federally insured by NCUA. The rate you will receive depends on your credit history. Other terms and conditions may apply. For complete information, please refer to the Platinum Visa Credit Card Agreement. 07/13

# First Financial Credit Union

# VISA CREDIT CARD AGREEMENT

## Terms and Conditions

Effective July 15, 2013

## VISA CREDIT CARD AGREEMENT

In this agreement the words “you” and “your” mean each and all of those who agree to be bound by this agreement; “card” means the Visa credit card and any duplicates, renewals, or substitutions the credit union issues to you; “account” means your Visa credit card line of credit account with the credit union, and “credit union” means the credit union whose name appears on this agreement or anyone to whom the credit union transfers this agreement.

**1. USING YOUR ACCOUNT** — If you are approved for an account, the credit union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus “other charges”) which you will have outstanding on your account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the credit union. The credit union has the right to reduce your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law.

**2. USING YOUR CARD** — You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit card agreement. You may use your card to make purchases from merchants and others who accept Visa cards. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the credit union and from other financial institutions that accept Visa cards, and from some automated teller machines (ATMs). (Not all ATMs accept Visa cards.) To obtain cash advances from an ATM, you must use the personal identification number (PIN) issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

**3. RESPONSIBILITY** — You agree to pay all charges (purchases and cash advances) made to your account by you or anyone you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this agreement or another agreement you made with the credit union. If this is a co-applicant account, Section 16 also applies to your account.

**4. FINANCE CHARGES** — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle’s billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the daily 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 together and divide the total by the number of days in the billing cycle.

This gives us the average daily balance of purchases. Balance transfers are calculated in the same manner as cash advances. For cash advances, the finance charge is computed by applying the daily 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 in 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 together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

The DAILY PERIODIC RATE and corresponding ANNUAL PERCENTAGE RATE applicable to this account are provided and disclosed in and below the table on the back side of this agreement.

**5. OTHER CHARGES** — The following other charges (fees) will be added to your account, as applicable:

**a. Cash Advance Fee:** A cash advance fee of 4.00% per transaction with a minimum of \$5.00 will be charged for any cash advance drawn against the Platinum Visa card.

**b. Late Payment Fee:** A late charge of \$15.00 will be added to your account if you are late making a payment by 15 days or more.

**c. Return Check Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$35.00 for each item returned.

**d. Card Replacement Fee:** You will be charged \$10.00 for each replacement card that is issued to you for any reason.

**e. Document Copy Fee:** You will be charged \$25.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the credit union).

**f. Rush Fee:** \$30.00.

**g. Collection Costs:** You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney’s fees.

**6. PAYMENTS** — Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is “Now Due,” your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 3.00% of your total new balance, or \$10.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The credit union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**7. PAYMENT ALLOCATION** — Subject to applicable law, your payments may be applied to what you owe the credit union in any manner the credit union chooses.

**8. DEFAULT** — You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit

application or credit update. You will also be in default if something happens that the credit union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

**9. LIABILITY FOR UNAUTHORIZED USE/LOST/STOLEN CARD NOTIFICATION** — You agree to notify us immediately, orally or in writing at P.O. Box 90, West Covina, CA 91793 or telephone (800) 537-8491 Monday through Friday 7:00 A.M. to 7:00 P.M., Saturday 9:00 A.M. to 1:30 P.M., or (800) 682-6075 after business hours and weekends, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.00.

**10. CHANGING OR TERMINATING YOUR ACCOUNT** — The credit union may change the terms of this agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either you or the credit union may terminate this agreement at any time, but termination by you or the credit union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized. The card or cards you receive remain the property of the credit union and you must recover and surrender to the credit union all cards upon request or upon termination of this agreement whether by you or the credit union. The credit union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the credit union. If this is a co-applicant account, Section 16 of this agreement also applies to termination of the account.

**11. CREDIT REVIEW AND RELEASE OF INFORMATION** — You authorize the credit union to investigate your credit standing when opening or reviewing your account. You authorize the credit union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**12. RETURNS AND ADJUSTMENTS** — Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the credit union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the credit union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

**13. ADDITIONAL BENEFITS/CARD ENHANCEMENTS** — This credit union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the credit union is not obligated to offer such services and may withdraw or change them at any time.

**14. FOREIGN TRANSACTIONS** — Visa purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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, in each instance plus an additional 2.00%. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**15. MERCHANT DISPUTES** — The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been able to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made in your state or within one hundred (100) miles of your home.

**16. CO-APPLICANT ACCOUNTS** — If this is a co-applicant account, each person on the account must sign the agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this agreement. This means that the credit union can require any one of you individually to repay the entire amount owed under this agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

**17. EFFECT OF AGREEMENT** — This agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms.

**18. NO WAIVER** — The credit union can delay enforcing any of its rights any number of times without losing them.

**19. STATEMENTS AND NOTICES** — Statements and notices will be mailed to you at the most recent address you have given the credit union. Notice sent to any one of you will be considered notice to all.

**20. FINAL EXPRESSION** — This agreement is the final expression of the terms and conditions of this Visa line of credit between you and the credit union. This written agreement may not be contradicted by evidence of any alleged oral agreement.

**21. COPY RECEIVED** — You acknowledge that you have received a copy of this agreement.

**22. SIGNATURES** — By signing in the Signature area of the application form that was attached to this agreement when you received it, you agree to the terms of this agreement. You should detach this agreement from the application and retain it for your records.

**SUMMER SKIPS** — Summer Skips program is offered in the months of August and September to FFCU Platinum Visa Credit Card holders who have been in good standing; other restrictions may apply. No late fees or penalty APR will apply. However, finance charges will continue to accrue on the unpaid balance. If you elect to “skip” your August and September payments and make only your minimum payments in the future, it will take longer to pay off the unpaid balance and the total finance charges you will pay will be higher than if you make your August and September

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