

# Platinum Visa Credit Card Agreement

All loans are subject to credit approval and all First Financial policies and procedures. Terms and conditions subject to change. 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 below. First Financial is an equal opportunity lender. Federally insured by NCUA.

## VISA CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who apply for or use The First Financial Federal Credit Union credit card and/or account; "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 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 the Agreement. By signing the credit card application or by requesting, receiving, signing for, using, or permitting others to use the card or account, you agree to be bound by the terms and conditions set forth herein and, in any amendments, hereto.

1. AUTHORIZATION AND PAYMENT — You authorize the credit union to pay and charge your account for all purchases, balance transfers, and cash advances made or obtained by you or anyone you authorize to use your card or account. You will be obligated to pay all such purchases, balance transfers, and cash advances charged to your account whether resulting from: (1) actual use of your card or convenience checks; (2) mail order, telephone, computer, or other electronic purchases, balance transfers, or cash advances made without presenting the card; or (3) any other circumstance where you authorize a charge or advance, or authorize someone else to make a charge or advance, to your account (collectively, "authorized charges"). You promise to pay the credit union or to the credit union's order in U.S. dollars with an instrument drawn on a financial institution in the United States at the credit union's office or at the address set forth on your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any finance charges assessed on your account, and any other charges and fees which may owe the credit union under the terms of this Agreement (collectively, the "account balance"). Payments will continue until you have paid the account balance in full.

2. USING YOUR ACCOUNT — If you are approved for an account, the credit union establishes a line of credit for you and notifies you of your credit limit. You agree that your credit limit is the maximum amount of (purchases, balance transfers, cash advances, finance charges, plus "other charges") which you may have outstanding on your account at any time. If you are over your credit limit, you must pay the amount over the credit limit 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.

3. USING YOUR CARD — You understand that the use of your credit card will constitute acknowledgment of receipt and agreement to the terms of this 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. Nevertheless, in the event that such a charge or transaction is approved and processed, you will still be responsible for such charges. If you wish to pay for goods or services over the Internet, you may be required to provide 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.

**4. RESPONSIBILITY** — You agree to repay the credit union according to the terms of this Agreement for all purchases, balance transfers, cash advances, finance charges, and other charges, if any, arising from the use of the account by you or any other person you permit to use the account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying the credit union, although the credit union will close the account if you so request and you will return all cards to the credit union. Your obligation to pay the account balance continues even though an Agreement, divorce decree, or other court judgment to which the credit union is not a party may direct you or one of the other persons responsible to pay the account. If this is a joint account, each person who uses the account and/or card is jointly and severally responsible with you for charges he or she makes, even if the account and/or card is used only by one of you. You are liable to pay the entire balance of the account even if the joint account holder is ordered by a court to pay the credit union or if the joint account holder fails to pay the credit union as ordered by the court. You understand that your account status will continue to be reported to credit bureaus under each account holder's name. The delivery of notices or billing statements to any account holder constitutes notice to each account holder. The credit union may rely on instructions given by any account holder. The cards remain our property and you must recover and surrender to the credit union all cards upon the credit union's request and/or upon termination of this Agreement. If this is a co-applicant account, Section 5 also applies to your account.

I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my credit card, credit card number or credit card PIN, or granting any person power to act as my agent under a power of attorney), I understand that any transaction completed by such person shall be considered authorized by me.

I agree that should my account with the credit union be inactive (defined as when no credit has been extended (such as by purchase, cash advance, or balance transfer) and if the account has no outstanding balance) for three (3) or more consecutive months that the credit union may close the inactive account. In the event of a joint account with multiple owners, the inactive account with a credit balance will be transferred to the Member Savings Account of the primary member listed on the joint account Signature Card.

**5. CO-APPLICANT ACCOUNTS** — If this is a co-applicant account, each person on the account must sign 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.

**6. 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, the credit union will take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives the credit union the daily balance of purchases. Then, the credit union adds 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 the credit union 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, the credit union will take the beginning outstanding balance of cash advances each day,

add in any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges that the credit union applies to the cash advance balance. This gives the credit union the daily balance of cash advances. Then, the credit union adds 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 the credit union the average daily balance of cash advances.

The daily periodic rate for purchases, balance transfers, and cash advances is determined by dividing the Annual Percentage Rate for purchases, balance transfers, and cash advances by 365.

The annual percentage rate depends on your credit history. See the attached document entitled “Credit Card Application Disclosure – Additional Disclosure Federal Truth-in-Lending Act” for important information about interest rates, costs, and fees. The specific daily periodic rates and annual percentage rates that apply to your account will be disclosed to you separately before the first transaction is made under your Visa account.

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

- a. **Cash Advance Fee:** A cash advance finance charge 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 up to \$15.00 will be added to your account if the minimum payment due is not paid within 15 days after the payment due date.
- c. **Return Payment 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 up to \$35.00 for each item returned.
- d. **Document Copy Fee:** You will be charged \$5.00 for each copy of a statement that you request (except when the request is made in connection with a billing error made by the credit union).
- e. **Rush Fee:** \$30.00.
- f. **Alternate Mailing Address Fee:** \$10.00.
- g. **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorneys’ fees.

**8. 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, any Late Payment Fee, 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.

**9. PAYMENT ALLOCATION** — You understand and agree that any payment made by you will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic finance charges due on purchases, balance transfers, and cash advances; (c) outstanding principal balances of purchases, balance transfers, and cash advances previously billed; and (d) current purchases, balance transfers, and cash advances. However, any portion of your payment in excess of the required minimum payment will be applied first to the balance subject to the highest Annual Percentage Rate and any remaining portion will be applied to the other balances in descending order based upon the applicable Annual Percentage Rate. If two or more transactions are posted on the same day, your payment will be applied first to the smaller of them.

**10. 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 or if you fail

to abide by any terms of 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. In the event of any action by the credit union to enforce this Agreement, you agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. You understand and agree that finance charges at the Annual Percentage Rate as permitted under this Agreement will continue to accrue until you repay your entire account balance, and any shares that were given as security for your account may be applied towards what you owe.

**11. LIABILITY FOR UNAUTHORIZED USE/LOST/STOLEN CARD NOTIFICATION** — You agree to notify the credit union immediately, orally or in writing at P.O. Box 5040, Pasadena, CA 91117 or telephone (800) 537-8491 Monday through Friday 7:00 A.M. to 7:00 P.M., Saturday 9:00 A.M. to 4:00 P.M., or call (888) 297-3416 outside of business hours, of loss or theft of your card, account number, PIN, or device (such as mobile phone) containing your account number, or a possible unauthorized use of your 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 the credit union of the loss, theft, or possible unauthorized use. You may, however, be liable for unauthorized use that occurs before you notify the credit union. In any case, your liability will not exceed \$50.00. Your liability may be lower in cases of Visa credit card fraud in accordance with current Visa, Inc. Operating Rules, and such liability may not apply when the account and/or card is used to make an electronic fund transfer.

**12. CHANGING OR TERMINATING YOUR ACCOUNT** — The credit union may change amend, modify, add to, or delete from 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. The credit union may terminate this Agreement upon your default. Either you or the credit union may terminate this Agreement for other good cause, 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. If this is a co-applicant account, Section 5 of this Agreement also applies to termination of the account.

**13. 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 the credit union may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**14. 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.

**15. 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.

**16. 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. 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. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

**17. 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 unable 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. Any other dispute you must resolve directly with the merchant.

**18. 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.

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

**20. 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.

**21. 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.

**22. COPY RECEIVED** — You acknowledge that you have received a copy of this Agreement.

**23. SUMMER SKIPS** — Payment skips during the summer months of July and August, are offered to cardholders who meet certain criteria qualifications; other restrictions may apply. No late fees (or penalty credit card Annual Percentage Rate) will apply to payments that are skipped, provided that you qualify for and sign a Skip Payments Agreement. Interest and finance charges will continue to accrue on the unpaid balances. If you qualify for and sign a Skip Payments Agreement and “skip” your summer payment(s) and make only your minimum payment(s) 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 regularly scheduled payment(s).

**24. ELECTRONIC FUND TRANSFER** — In the event a use of your card or your account number of the card constitutes an Electronic Fund Transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with the credit union shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

**25. USING YOUR CARD THROUGH A MOBILE DEVICE** — If you make card transactions through a Mobile Device, the following Terms and Conditions apply. “Mobile Device” means a smartphone, tablet, or any other hand held or wearable communication device that allows you to electronically store or electronically present your card or card number (“Digital Card Number”) and use that Digital Card Number to make card transactions. When you use your card with your Mobile Device for transactions:

- Mobile carriers may charge you message and data rates, or other fees.
- Your card information is sent across wireless and computer networks.

- Information about your Mobile Device may be transmitted to the credit union.
- You should secure the Mobile Device the same as you would your cash, checks, credit cards, and other valuable information. The credit union encourages you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it.
- Please notify the credit union promptly if your Mobile Device containing your Digital Card Number is lost or stolen.

When you use your card with your Mobile Device for transactions you understand and agree that, third parties (such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers) may 1) use and receive your Digital Card Number, and 2) receive information about your Mobile Device.

**26. USING VISA ACCOUNT UPDATER (VAU) SERVICE** — If you give your card number to a merchant with authorization to bill it for recurring payments, or keep it on file for future purchases or payments, and your card number or expiration date changes, you should notify the merchant with your new card information. The credit union subscribes to the Visa Account Updater Service (VAU Service) and provide updated card information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated card information. Changes to your card number due to reported fraud will not be provided to VAU Service. Because not all merchants subscribe to the VAU Service, the credit union recommends you notify each merchant of your new card number and/or expiration date to ensure your payments continue uninterrupted.

**27. PREPAYMENT OR IRREGULAR PAYMENTS** — Though you need only pay the Minimum Payment Due, you understand that you have the right to repay your account balance at any time without penalty. You also understand and agree that you will only be charged finance charges (interest) to the date you repay your entire account balance. You may make larger payments without penalty and this may reduce the total amount of finance charges that you will repay. If you pay more than the Minimum Payment Due in any month and there is still a balance due, you must continue to make Minimum Payments in future months. Any partial payment of your balance will not advance your next payment due date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your account balance will (a) increase or (b) decrease your daily periodic finance charge, respectively.

**28. PAYMENTS BY AUTOMATIC TRANSFER** — If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account from which the scheduled payment was to be made. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the account balance is paid in full. The credit union may cancel this service at its discretion.

**29. ACCELERATION AND COLLECTION COSTS** — Upon your default, you understand and agree that the credit union has the right to temporarily or permanently suspend any and all account and card privileges and/or the credit union may demand immediate payment of the account balance and the credit union's collection costs, reasonable attorneys' fees, and court costs (collectively, "Collection-Related Charges"). You understand and agree that you will be subject to finance charges (at the applicable daily periodic rate), late charges, and Collection-Related Charges under the terms disclosed in this Agreement, until you repay your entire account balance.

**30. SURRENDER OF CARD(S)** — The card(s) remains the credit union's property and, if the credit union requests, you must surrender to the credit union all card(s) the credit union issued on the account.

**31. PAYMENTS MARKED "PAYMENT IN FULL"** — The credit union may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction

of indebtedness shall be accepted by the credit union only in a written Agreement, signed by an authorized representative.

**32. 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 and agree that California’s choice of law rules shall not be applied if they would result in the application of non-California law.

**33. INTEGRATED DOCUMENT(S)** — Any separate sheet of paper labeled “Additional Disclosure – Federal Truth-in-Lending Act” that is delivered together with this form is an integrated part of the Agreement.

**34. MEMBERSHIP REQUIREMENT** — You understand and agree that you must be and remain a member in good standing with the credit union to be eligible for continuing account and/or card privileges, including future purchases, balance transfers, and cash advances. You understand and agree that the credit union may suspend the account and/or card privileges during any period in which you do not maintain your membership with the credit union.

**35. CHANGE OF TERMS** — You understand and agree that the credit union may amend, modify, add to, or delete from this Agreement any of its terms and conditions in accordance with applicable law.

**36. CHANGE OF NAME, ADDRESS, OR EMPLOYMENT STATUS** — You understand and agree that you must report to the credit union any change in your name, address, or employment status.

**37. ACCURACY OF INFORMATION** — The information provided in your request for credit (application) is accurate and you will notify the credit union in writing immediately if there is a change in your financial condition. The credit union may retain the application. You understand that it is a violation of Section 1014, Title 18, United States Code to make false statements or overvalue security for the purpose of influencing the action of any federally-insured credit union.

**38. AUTHORIZED USERS:** You may request additional cards for authorized users. You must pay the credit union for all account advances, fees, and charges made by or attributable to authorized users. You must pay the credit union even if you did not intend to be responsible for those account advances, fees, or charges. You must notify the credit union to withdraw any permission you gave to an authorized user to use your account.

**39. PLEDGE OF SHARES:** If you have signed a separate Share Pledge Agreement, you understand and agree that you are pledging, under the Uniform Commercial Code, shares now or in the future on deposit in your regular share account(s) up to your credit limit. You understand that you must, at all times, keep a sum equal to your credit limit on deposit in your regular share account(s) until you repay your entire account balance and the account is terminated. You understand and agree that this security interest will cover future purchases, balance transfers, and cash advances under this Agreement. If you default, the credit union may apply these shares to repay your loan in accordance with federal or other law. You understand that your Annual Percentage Rate does not take into account the amount pledged in your regular share account(s).

**40. LIEN ON SHARES:** If you have voluntarily agreed to a lien on shares in your credit card application, you understand and agree that if you are in default under this Agreement, the credit union may apply all shares (except IRA accounts) then on deposit needed by the credit union to repay your account balance.

**41. TRANSACTION SLIPS:** Your periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit, or other slips cannot be returned with the periodic statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your periodic statement. The credit union may make a reasonable charge for any photocopies or slips you request (except in the event that your request is made in connection with a billing error).

**42. MEMBERSHIP REQUIREMENT:** You understand and agree that you must be and remain a member in good standing with the credit union to be eligible for continuing account and/or card privileges, including future

purchases, balance transfers, and cash advances. You understand and agree that the credit union may suspend the account and/or card privileges during any period in which you do not maintain your membership with the credit union.

**ADDITIONAL TERMS APPLICABLE TO VISA CONVENIENCE CHECKS:**

**CHECK USES** — You can use the Visa Convenience Checks (“Checks” or “Check”) to purchase goods and services. Use of the Checks is a cash advance on your account and will be subject to the terms and conditions applicable to cash advances under this Agreement.

**LIMITATIONS** — The credit union is not required to honor a Check that will cause you to exceed your credit limit. The credit union will not pay a Check if, at the time the Check is presented, you are in default or the credit union has suspended, terminated, or canceled the account. Each Check must be in the form the credit union issued to you. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. You are responsible for all authorized use of the Checks. You may not use the Checks to pay any amount which you owe the credit union pursuant to this Agreement.

**PERIODIC STATEMENTS** — Your periodic statement will show you an itemization of the Checks posted to the account during the billing cycle. Checks paid by the credit union will not be returned to you with your periodic statement.

**RETURNED CHECK FEE** — The credit union will charge a fee per returned Check, which will be billed to the account, if your Check cannot be paid.

**STOP PAYMENT** — Provided such notice is timely so that the credit union shall have reasonable opportunity to act upon it under the credit union’s rules, you may order stop payment on a check drawn on the account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. You have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. The credit union will charge a fee per Check when you place a stop payment on your Check(s), which will be billed to your account.

**COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

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

**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) who has the ability to repay in order to open a credit card account.

**MILITARY LENDING ACT DISCLOSURES** — Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account. The costs associated with credit insurance premiums, fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call the credit union at (800) 537-8491 to receive disclosure orally.



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

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

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

If you think there is an error on your statement, write to the credit union at:

First Financial Credit Union  
P.O. Box 5040  
Pasadena, CA 91117

You may also contact the credit union on the Web: [www.ffc.u.org](http://www.ffc.u.org)

In your letter, give the credit union 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 the credit union:

- 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 the credit union of any potential errors *in writing* (or electronically).

You may call the credit union, but if you do, the credit union is not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After The Credit Union Receives Your Letter**

**When the credit union receives your letter, the credit union must do two things:**

1. Within 30 days of receiving your letter, the credit union must tell you that the credit union received your letter. The credit union will also tell you if the credit union has already corrected the error.
2. Within 90 days of receiving your letter, the credit union must either correct the error or explain to you why the credit union believes the bill is correct.

**While the credit union investigates whether or not there has been an error:**

- The credit union 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 the credit union 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.
- The credit union can apply any unpaid amount against your credit limit.

**After the credit union finishes its investigation, one of two things will happen:**

- **If the credit union made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If the credit union does not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. The credit union will send you a statement of the amount you owe

and the date the payment is due. The credit union may then report you as delinquent if you do not pay the amount the credit union thinks you owe.

If you receive the credit union's explanation but still believe your bill is wrong, you must write to the credit union within *10 days* telling the credit union that you still refuse to pay.

If you do so, the credit union cannot report you as delinquent without also reporting that you are questioning your bill. The credit union must tell you the name of anyone to whom the credit union reported you as delinquent, and the credit union must let those organizations know when the matter has been settled between you and the credit union.

If the credit union does 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 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement the credit union mailed to you, or if the credit union owns the company that sold you the goods or services.)
2. You must have used your 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 the credit union in writing at the address on your periodic statement.

While the credit union investigates, the same rules apply to the disputed amount as discussed above. After the credit union finishes its investigation, the credit union will tell you its decision. At that point, if the credit union thinks you owe an amount and you do not pay, the credit union may report you as delinquent.

**NOTICE OF NEGATIVE INFORMATION** — Federal law requires the credit union to provide the following notice to members before any “negative information” may be furnished to a nationwide consumer reporting agency. The credit union 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.

