



VISA CREDIT CARD AGREEMENT AND DISCLOSURE

This Agreement and Disclosure sets forth the terms and conditions of the Lockheed Federal Credit Union VISA Classic, Platinum and Platinum Rewards Credit Cards and contains important information and disclosures as required by law. All terms and conditions in this Agreement and Disclosure apply to the VISA Classic, Platinum, and Platinum Rewards Credit Cards unless otherwise identified. **Please Read it Carefully.**

In this Agreement and Disclosure, the words "you," "your" and "yours" mean each and all of those who apply for, sign, or use the VISA Credit Card. The words "we," "us," "our," and "Credit Union" each mean Lockheed Federal Credit Union. "VISA Credit Card" and "Card" mean the VISA Classic, Platinum, and Platinum Rewards Credit Card issued to you and any duplicates and renewals we may issue. Visa Rewards means the Visa Platinum Rewards Credit Card. "Account" and "VISA Account" mean your VISA Credit Card Account with LFCU unless otherwise stated. By accepting and/or using the VISA Credit Card, or by your authorizing anyone else to use the VISA Credit Card, you agree to be bound by the terms and conditions of this Agreement and Disclosure. Additional Visa Rewards information is available at www.lfcu.com or call (800) 328-LFCU(5328).

SIGN YOUR CARD: Immediately sign the signature panel on the back of your Card upon receipt. The Card must be signed in order to be valid.

CREDIT LIMIT: We will establish a Credit Limit for you as the maximum principal amount of credit available to you under this Agreement. You agree not to request or obtain advances above your credit limit at any time. To do so is an event of default, subject to remedies stated below. You will pay any amounts which exceed the maximum limit upon demand. We will advise you of your Credit Limit in writing and it will become part of this Agreement by this reference. You understand that your Credit Limit can be increased and decreased by us at any time; however, we will notify you in writing of any change.

USING THE CARD: To make a purchase or obtain a cash loan advance: (1) Present the Card to a participating VISA Plan Merchant, to us, or to another financial institution, and sign the sales slip or cash advance draft which will be imprinted with your Card number; (2) Obtain a cash loan advance by using your Card and Personal Identification Number (PIN) at a participating ATM; (3) Swipe your Card and select "Credit" at electronic terminals that provide access to the VISA system; or, (4) Use your VISA Convenience Checks which may be provided to you by us. You

may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We are not responsible for the refusal of any plan merchant or financial institution to honor your card.

ATM ACCESS FOR CASH ADVANCES/ATM CASH ADVANCE LIMITS: Your Card and Personal Identification Number (PIN) can be used to obtain cash loan advances from your VISA Credit Card Account at LFCU ATMs and at other ATMs that allow PIN based Visa credit card cash loan advances. You may obtain cash loan advances against your Account up to a maximum aggregate total of \$600 per day, provided sufficient credit is available.

REPAYMENT: You promise to repay to us at our office in Burbank, California, or such other place as we may designate in writing, all sums advanced by us from time to time under this Agreement, all applicable charges and fees, any finance charges and any other charges computed on your account as described below.

PAYMENTS: You will receive a statement for each monthly billing period in which your account has an outstanding balance, itemizing the transactions on your account. You must make payments at least monthly in an amount at least equal to the minimum payment amount. The minimum payment amount will be based on the new balance shown on your statement. Such payments must be made regardless of any prepayments as long as a balance exists. Your periodic payment is applied in the following order: (a) to late charges and fees, if any; (b) to periodic FINANCE CHARGES on advances and purchases; (c) the unpaid balance of cash loan advances; and, (d) credit purchases of goods and services. You must pay each billing period, by the specified Payment Due Date, a MINIMUM PAYMENT of at least 2% of the outstanding balance, but not less than \$10.00. Balances of less than \$10.00 must be paid in full.

AUTOMATIC PAYMENT OPTION: If you have elected Automatic Payment (or "AutoPay"), the credit union will automatically deduct and transfer your monthly VISA Credit Card payment from your designated LFCU checking or savings account on the scheduled Payment Due Date. **The Automatic Payment Option is voluntary, is not a condition of credit or this Agreement, and can be withdrawn by you at any time.**

When you elect AutoPay, you agree that we may adjust the automatic payment amount each month to agree to either the minimum monthly payment (Required Payment Due) or "payment in full" as authorized by you. Notification of the varying payment amount due and scheduled payment due date will be satisfied by providing you with a monthly billing statement reflecting this information.

If sufficient funds are not available in your designated checking or savings account to satisfy the total amount of the payment when due, we will take whatever funds are available each processing day until the minimum payment is satisfied. **If due to insufficient funds, we do not transfer funds to make your required VISA Credit Card payment, you will be responsible to ensure that the required VISA Credit Card payment is made.** If your designated checking or savings account has insufficient funds on the scheduled payment date on two or more occasions, we may terminate the Automatic Payment option.

Unless earlier terminated by us, the Automatic Payment option remains in full force until LFCU receives written or verbal notification from you terminating the arrangement. Your request for termination must give the Credit Union reasonable opportunity to act on it.

USING YOUR LFCU VISA PLATINUM REWARDS CREDIT CARD TO EARN REWARDS: Please see the LFCU Visa Rewards program brochure or disclosure for more information.

VARIABLE RATE INFORMATION: The VISA Classic, Visa Platinum, and Visa Platinum Rewards Credit Cards have a variable-rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may increase as a result.

The Annual Percentage Rate (APR) includes interest and may include fees considered to be a finance charge. The APR is based on an Index Value plus a Margin. **The Index** is the highest U.S. Prime Rate as published in *the Wall Street Journal* on the day following your billing cycle date, rounded up to the nearest one-quarter of one percent (0.250%)(the Index Value). If the U.S. Prime Rate increases, your rate will increase. Should the Index be discontinued or otherwise be made unavailable during the term of your line of credit, we will choose a new Index that is based on comparable information and we will provide you notice of this change.

The Margin is a specific number of percentage points which is added to the Index Value to calculate the **Annual Percentage Rate.** **The Margin** for the **Visa Classic** ranges between 9.99% and 14.74%. **The Margin** for the **Visa Platinum** ranges between 4.99% and 14.74%. **The Margin** for the **Visa Platinum Rewards** ranges between 5.99% and 14.74%. The margin is the same for Purchases, Cash Loan Advances, Visa Convenience Checks, and Balance Transfers.

Ask us for the current Index Value. Your Annual Percentage Rate (Index + Margin) will be included in your loan approval letter. ANNUAL PERCENTAGE RATE information will be reflected on your periodic statements.

RATE CHANGES: Increases and decreases in the **ANNUAL PERCENTAGE RATE** resulting from changes in the Index can occur monthly, that is, each billing period on the first day following your billing cycle date (the "Change Date"). On the date following your billing cycle date, we will adjust the **ANNUAL PERCENTAGE RATE** on the Account. **Annual Percentage Rate** is based on the **Index Value** in effect as of the date following your billing cycle date, plus your Margin, and will be effective for the current (new) billing cycle. If there is no change in the Index Value on the Change Date, the **Annual Percentage Rate** will not change for that billing cycle.

The Maximum Rate is currently capped by regulation at 18.00%. LFCU reserves the right to increase the maximum interest rate if permitted by law or regulation.

MAXIMUM RATE AND PAYMENT EXAMPLE:

If you had an outstanding balance of \$1,000, the Minimum Monthly Payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.00% would be 2% of the balance or approximately \$20 and would take approximately 94 monthly payments to pay off the balance if no additional charges were added to the account. If your initial **ANNUAL PERCENTAGE RATE** was 10.24% the Minimum Periodic Payment would be 2% of the balance or approximately \$20 and would take approximately 66 payments to pay off the balance if no additional charges were added to the account. Calculations based on Index Value as of October 12, 2009 Index plus the Margin.

FINANCE CHARGES: Cash Loan Advance: A **FINANCE CHARGE** will be imposed on all **cash loan advances** that you obtain through the use of your **Card** or **VISA Convenience Checks**, including **credit withdrawals** at **ATMs**, and **advances initiated** via transfer through **CU By Phone**, **Online Banking**, and through the **Checking Account Overdraft Protection** feature of your Card, as of the date of posting of each such cash loan advance. **FINANCE CHARGES** will continue to accrue until the cash loan advance is repaid.

CREDIT PURCHASES OF GOODS AND SERVICES: A FINANCE CHARGE will be imposed on credit purchases of goods and services that you obtain with your Card as of the date such credit purchase is posted to your account and will continue to accrue until the date the credit purchase is repaid. However, **FINANCE CHARGES** will not be imposed on credit purchases if paid in full within the grace period.

HOW TO AVOID PAYING INTEREST ON PURCHASES: In order to avoid interest charges on new purchases, you must pay the entire New Balance shown on the statement by the scheduled Payment Due Date. If you do not pay in full the New Balance shown on the statement by the Payment Due Date, all new purchases will accrue interest charges at the daily periodic rate from the date of the purchase until

the closing date of the billing cycle. Cash advance transactions begin to accrue interest charges from the posting date.

AVERAGE DAILY BALANCE COMPUTATION METHOD: We figure the **FINANCE CHARGE** on your account by applying the periodic rate to the "Average Daily Balance" of your account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day, add any new purchases and advances, and subtract any payments or credits 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. This gives us the "Average Daily Balance."

The Daily Periodic Rate and Annual Percentage Rate (APR):

Visa Platinum Rewards Credit Card -The Daily Periodic Rate used to compute the **FINANCE CHARGE** on a Visa Platinum Rewards Credit Card Account is the Index (currently 3.25%) plus a Margin ranging from 5.99% to 14.74%, divided by 365. This rate is 0.0253% on a 9.24% APR, 0.0308% on an 11.24% APR, 0.0363% on a 13.24% APR, or 0.0493% on a 17.99% APR. The periodic rate may vary.

VISA Platinum Card - The Daily Periodic Rate used to compute the **FINANCE CHARGE** on VISA Platinum Card Accounts is the Index (currently 3.25%) plus a Margin ranging from 4.99 to 14.74%, divided by 365. This rate is 0.0225% on an 8.24% APR, 0.0281% on a 10.24% APR, 0.0340% on a 12.24% APR, 0.0390% on a 14.24% APR, 0.0445% on a 16.24% APR, or 0.0493% on a 17.99% APR.

VISA Classic Card - The Daily Periodic Rate used to compute the **FINANCE CHARGE** on VISA Classic Card Accounts is the Index (currently 3.25%) plus a Margin ranging from 4.99 to 14.74%, divided by 365. This rate is 0.0363% on a 13.24% APR, 0.0371% on a 14.24% APR, 0.0418% on a 15.24% APR, 0.0445% on a 16.24% APR, or 0.0493% on a 17.99% APR.

*Note: Not all rates stated above may be available if rate tier has been suspended.

Refer to your VISA Credit Card Congratulations Letter for your applicable Annual Percentage Rate (APR) and Daily Periodic Rate.

USING YOUR LFCU VISA PLATINUM REWARDS CREDIT CARD TO EARN REWARDS: To participate in the LFCU Rewards Program and earn Points, you must first establish an assigned LFCU rewards account by opening (on approved credit) a LFCU Visa Platinum Rewards credit card account. No retroactive credit will be given for transactions made before the rewards account is assigned. Points cannot be used in conjunction with other

frequency or rewards programs. Refer to the VISA Platinum Rewards Program Disclosure for complete details.

TRANSACTIONS MADE IN FOREIGN CURRENCY: If you effect a transaction that settles in a foreign currency, VISA will convert the transaction into a U.S. dollar amount. The conversion rate in U.S. dollars will be either at wholesale market rate or the government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Foreign Transaction Fee (International Service Fee) The International Service Assessment (ISA) fee is up to one percent (1%) of your purchase amount. This fee is charged by the Network provider and will appear as a separate line item on your statement. Plus Plus Network® ATM cross-border transactions completed in and charged in U.S. dollars are excluded from the one percent (1%) fee. The Credit Union has no control over the conversion rate and will pass on the one percent (1%) fee imposed and retained by the Network provider.

DEFAULT/LATE PAYER RATE - VISA Credit Cards Not In Good Standing -If your minimum required payment is more than 60 days late at any time, we may increase the Annual Percentage Rate, after such notice to you as is required by law, to a rate (Late Payer Rate) equal to the Index Value plus 14.74%, currently capped at 17.99% (Daily Periodic Rate 0.0499%). We will apply the Late Payer Rate to your entire VISA Account balance and to any future transactions. If you make six (6) consecutive periodic payments on time after the date we applied the Late Payer Rate, we will reinstate your regular rate.

COMPUTING THE FINANCE CHARGE: The **FINANCE CHARGE** on your Account is computed each billing period by multiplying the Average Daily Balance on your Account by the applicable Daily Periodic Rate (the ANNUAL PERCENTAGE RATE divided by 365) and then multiplying this figure by the number of days in the billing period.

PERIODIC REVIEW: A periodic review of credit card and line of credit accounts is performed to determine the continued probability of repayment. We also rely on information requested and received from credit reporting bureaus and agencies regarding the handling of your credit-related accounts with other financial institutions for this same purpose. If, in our opinion, we believe that your credit history has significantly deteriorated since your new or reissued VISA Credit Card was provided to you, we reserve the right to close your VISA Credit Card Account and to prohibit further advances. Deterioration in your credit history can result from late payments, collections, liens, or exceeding established credit limits.

CROSS-COLLATERALIZATION: Collateral (other than real property) securing other loans with us may also secure this loan.

CHECKING ACCOUNT OVERDRAFT PROTECTION: Your Visa Credit Card may also provide Overdraft Protection on your LFCU checking account.

Limit: Your Checking Account Overdraft Protection limit will be part of, and not in addition to, your total approved Credit Limit under this Agreement.

Application Of Overdraft Protection Feature: The Checking Account Overdraft Protection feature of your VISA Credit Card applies to any overdraft on your checking account provided your Account has available credit, and is not restricted to overdrafts caused by any specific or exclusive individual signer(s) on the checking account.

Liability For Overdrafts Caused By Any Checking Account Signer: You understand that if advances are made against your VISA Account to cover overdrafts to your checking account created by other persons with the right to access said checking account, you will be fully liable for such advances nonetheless.

Advances For Overdraft Protection: All advances against your VISA Credit Card Account for purposes of providing overdraft protection are cash loan advances and are subject to FINANCE CHARGES as identified above. All advances to cover checking account overdrafts will be made in increments of \$50.

Overdraft Protection Procedure: If we receive a check or other item against your checking account which exceeds the available balance in your checking account at the time the item is received by us, such check will be considered a request for a cash loan advance by you against your VISA Account in an amount sufficient to permit us to honor the check, but not to exceed your approved credit limit, and, if your request is thereby approved, we will credit the advance to your checking account. However, if sufficient credit is not available on your VISA Credit Card Account to cover the amount of the check or item, we may not initiate a cash loan advance under this Agreement for purposes of checking account overdraft protection.

If we do not initiate a cash loan advance against your VISA Account due to insufficient credit availability, your check(s), or item(s) may be honored through another credit agreement you may maintain with us, if any, such as a ReadyLine of Credit Agreement, or the Credit Union may, at our discretion and without obligation, transfer funds from another savings or checking account you maintain with us to your checking account in order to cover and honor the item. Please refer to other agreements you may have with the Credit Union, or contact a credit union representative.

JOINT ACCOUNTS AND CO-SIGNORS: If you are a co-signor or if this is a joint account, you agree to be individually and jointly responsible with the other borrower(s). Each of you authorizes the

other(s) to obtain advances and make purchases individually under this VISA Account. We do not have to notify you if payments on the account are not made by the other borrower(s) on time. We can change the terms of payment and release any security without notifying you or releasing you from responsibility on this Agreement. If this is a joint account, upon request by any party to the account or upon our receipt of inconsistent instructions, we may, at our option and without notice to any other party, refuse any request for an advance or an increase in the credit limit amount, or refuse any other request with respect to the account.

FEES AND CHARGES: There is no Annual Membership Fee for your Card, however, we will assess charges for: (1) Checks Returned Unpaid for NSF/Uncollected Funds-Resubmitted-Per Item- \$29.00; (2) Checks Returned unpaid for Visa Payment-Per Item \$29.00 (3) NSF VISA Checks Issued Over the Available Limit or on a Delinquent Account - \$29.00 per item; (4) Stop Payment on a VISA Check - \$20.00 per item; (5) Overlimit Fee, if you agree - \$25.00 during any billing cycle, limited to three consecutive billing cycles for the same overlimit transaction (only one overlimit fee per periodic statement); (6) Cash Advance performed at a non-LFCU-owned ATM - \$1.00 per transaction; (7) Visa Sales Receipt Copy \$12.00 per item; (8) Copy of Visa Convenience Check - \$25.00 per hour; (9) Copy of Visa Statement - 6 most recent statements, no charge, additional statements \$25.00 per hour; and Account/Loan Research and/or reconciliation Fee - \$25.00 per hour. Also, see "Late Payments" below for Late Charges.

ATM FEES BY OTHERS: If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator of the ATM and/or by an ATM or automated transfer network.

LATE PAYMENTS: We may accept late payments or partial payments without losing any of our rights under this Agreement. **Late Charges are assessed if your payment is received after the scheduled Payment Due Date. For payments received past due, you agree to pay a Late Charge of \$15.00, for balances \$100 or less; \$20 for balances \$100.01-\$500; \$30 for balances over \$500.**

OVERLIMIT FEE: Unless you tell us otherwise, we will decline any transaction that causes you to go over your credit limit. If you want us to authorize these transactions, you can request over-the-credit limit coverage. If you have over-the-credit limit coverage and you go over your credit limit, we will charge you a fee of \$25. You will only pay one fee per billing cycle, even if you go over your limit multiple times in the same cycle. Even if you request over-the-credit limit coverage, in some cases we may still decline a transaction that would cause you to go over your limit, such as if you are past due or significantly over your credit limit. If you want

over-the-limit coverage and to allow us to authorize transactions that go over your credit limit, you must contact us to Opt-In.

SHARE-SECURED VISA - GRANT OF SECURITY INTEREST: If you have been granted a share-secured VISA Credit Card, you understand that as a condition of us granting you a VISA Credit Card you have agreed to grant us a security interest in a savings as designated by you by executing the Share-Secured VISA Credit Card Security Agreement which is incorporated into and made part of this Agreement and Disclosure by this reference.

VISA CONVENIENCE CHECKS: VISA Convenience Checks drawn against your VISA Credit Card Account may be provided to you upon request or issued to you as a convenience from time to time by the Credit Union. You may use these checks like you would your personal checks to pay for merchandise, pay off bills, other loans, or credit cards. Use of any VISA Check will constitute a loan advance against your Credit Card Account and interest charges will begin to accrue from the date the VISA Check is posted to your Account (see FINANCE CHARGES – Cash Loan Advance).

STOP PAYMENT ORDERS ON VISA CHECKS: At your request and risk, the Credit Union will without responsibility on its part, accept a Stop Payment Order on VISA Checks issued against your Account, subject to the charges in effect at the time such a Stop Payment Order is received. A Stop Payment Order will be in effect if all required information is provided and a reasonable amount of time has been allowed for the dissemination of such stop payment information. All written and oral Stop Payment Orders on VISA Checks that you write are effective for twelve (12) months from the date received, unless otherwise canceled or renewed by you. If we inadvertently pay the VISA Check when the stop payment should have been effective, we will reverse any Credit Union charges which result, including the Stop Payment fee. In addition, we will reimburse you for your losses, up to the amount of the check, so long as you are able to prove that you do not owe the money to the person to whom you wrote the check. However, if you are unable to prove that you do not owe the money, we will not be obligated to reimburse you for the check amount.

EVENTS OF DEFAULT: You will be in default under this Agreement if any of the following events shall occur: (a) If you fail to comply with the minimum payment or any other terms or conditions of this Agreement or any other obligation you have or will have with us (for late payment see also "LATE PAYER RATE" under "FINANCE CHARGES"); (b) If you make false or misleading statements in any credit application or update of credit information; (c) If you should die or become insolvent; (d) If a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code or any State insolvency statute by or against you; (e) If a Receiver should be appointed or a writ or order of

attachment, levy or garnishment should be issued against you or any of your property, assets or income; or (f) If we should consider yourself or any debts due under this Agreement unsafe or not completely secure or if we should believe, in good faith, that the chances of your paying or performing all of your obligations under this Agreement have been impaired. If you fail to fulfill the terms of this Agreement, a negative report reflecting on your credit record may be submitted to a consumer reporting agency.

ENTIRE BALANCE DUE: If you are in default, we may require that you immediately pay the outstanding balance with interest due on the balance at the applicable **Annual Percentage Rate** provided in the above FINANCE CHARGES section until paid. You also agree our obligation for further credit extensions shall immediately end. If we demand full payment of the outstanding balance and you fail to immediately make payment, you agree to pay all collection costs.

TERMINATION OF MEMBERSHIP: Granting you a VISA Credit Card is conditioned upon your continued membership with the Credit Union. Discontinuation of your LFCU membership will result in termination and revocation of your VISA Credit Card privileges, requiring you to return all VISA Card(s) to the Credit Union and payment of the "ENTIRE BALANCE DUE" as identified in the above section.

COLLECTION COSTS: If you are in default under this Agreement, you agree to pay all collection costs, including without limitation, our reasonable attorney's fees, court costs, and expenses incurred during collection.

INVESTIGATION AUTHORIZATION: You agree to advise us of any changes in your financial condition which may adversely affect your creditworthiness and authorize us to obtain information concerning your creditworthiness from credit reporting agencies, employers, or others, both now and in connection with updates, renewals, and later credit extensions. At your request, we will tell you if such information has been obtained or if we take adverse action on your account as a result of information obtained from a consumer reporting agency. We will advise you of that fact and supply you with the name and address of the reporting agency making the report. We may require that you complete a new credit application if you wish to increase your credit limit or extend the terms of repayment.

CANCELLATION: You can cancel your Visa Credit Card Account at any time by returning to us your Card(s), cut in half, along with a letter requesting that we cancel your Account. We may cancel this Agreement at any time. However, your obligation under this Agreement and any charges and advances made under it prior to cancellation will continue to apply until you have paid all money you owe on the Account.

NON-REISSUANCE: For security purposes LFCU VISA Credit Cards are reissued periodically. If at the time of reissuance your VISA Credit Card Account has been inactive for at least 12 months, we will not reissue a new Card to you and will close your VISA Account.

CHANGE OF TERMS: We may change any part of this Agreement and Disclosure at any time, as long as we give you advance notice as required by law. Subject to applicable law, any change in terms will apply to your outstanding balance existing as of the effective date as well as to all charges made after that date.

CHANGE OF NAME, ADDRESS, and EMPLOYMENT: You will advise us promptly of any change in your name, address, or employment. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears on our records.

CREDITS: If merchants who honor your Card give you credit for returns or adjustments, they will do so by sending us a credit, which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply the credit balance against future purchases or cash advances, or we will refund it to you within seven (7) business days of receipt of your written request if it is \$1.00 or more.

LIABILITY FOR UNAUTHORIZED USE – LOST/STOLEN CARD NOTIFICATION: You agree to notify us immediately, orally or in writing at **Lockheed Federal Credit Union, 2340 Hollywood Way, P.O. Box 6759, Burbank, CA 91510 – Telephone: (800) 328-LFCU (5328) or (818) 565-2000**, of the loss, theft, or unauthorized use of your VISA Credit Card. 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 of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your VISA Credit Card.

For additional information regarding your rights and our responsibilities, please refer to the "YOUR BILLING RIGHTS" section of this Agreement.

Your liability may be greater if we can prove that you were grossly negligent or fraudulent in the handling of your VISA Credit Card or Account.

CARD OWNERSHIP: Any LFCU VISA Credit Card issued to you or to another person at your request remains the property of the Credit Union. You agree to notify us promptly of the loss, theft, or unauthorized use of your Card. You agree we may terminate, limit or modify your right to use your Card at any time in the future without notice to you.

RESPONSIBILITY: You agree to repay us according to the terms of this Agreement for all purchases, cash loan advances, finance charges, over-limit, annual fees and late charges, if any, arising from the use of the Card by you, or any other person you permit to use the Card, even if that person exceeds your permission, or if we approve charges in excess of the Credit Limit.

IRREGULAR PAYMENTS, TRANSFER OF ACCOUNT, WAIVERS, AND OTHER PROVISIONS: **Irregular Payments:** We may accept late payments or partial payments, or checks, drafts, or money orders marked "Payment in Full," without losing any of our rights under this Agreement. **Transfer of Account:** You cannot transfer or assign your Account to any other person. **Waiver:** We may delay enforcing any of our rights or otherwise refrain from exercising any of our rights regarding any breach or default that occurs. **Waivers** will be binding only if we agree to waiver in a signed writing. **Other Provisions:** Each of you who signed the Application or use the Account are individually and jointly obligated for all payments due under this Agreement. If any part of this Agreement is not valid, all other parts will remain enforceable.

DELAY IN ENFORCEMENT: We may delay enforcing any of our rights under this Agreement without losing them.

GOVERNING LAW: You understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. You also understand that California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law.

INFORMATION REPORTED TO CREDIT BUREAUS: If you believe that any information we have reported to consumer credit reporting agencies (credit bureaus) regarding your Account is inaccurate or incomplete, please notify us at **Lockheed FCU, P.O. Box 6999, Burbank, CA 91510**.

OTHER AGREEMENTS, TERMS, AND CONDITIONS:

a) You agree to keep your Card in a safe place and permit no unauthorized person to use it. You further agree not to tell any unauthorized person your PIN or write your PIN on the Card or otherwise make it available to anyone else.

b) You agree to tell us immediately upon the loss or theft of your Card or PIN.

c) The Card remains the property of the Credit Union and you agree to surrender the Card to the Credit Union upon demand. The Credit Union may cancel, modify or restrict the ATM-access feature of your Card without notice: if you have exceeded your Credit Limit; if we are aware that you have violated any term of this Agreement whether or not the Credit Union has suffered a loss; or

where it is necessary to maintain or restore the security of your Account or recall the Card through retrieval by any of the ATMs.

d) If you authorize the Credit Union to issue a Card to anyone else, you authorize that individual to make purchases and obtain cash loan advances from your Account using the Card.

e) You agree to indemnify and hold the Credit Union harmless from any costs or damages you sustain as a result of the Credit Union carrying out, in a reasonable manner, any written instructions provided by you.

ADDITIONAL VISA CREDIT CARD BENEFITS AND SERVICES:

There are additional benefits and services available to VISA for Visa Cardholders. Please call 800-328-LFCU (5328) to request an informational brochure.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT 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 us at:

Lockheed Federal Credit Union
P.O. Box 6999, Burbank, CA 91510

You may also contact us on the Web: www.lfcu.com
Under "Products & Services" and Applications & Forms.

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 three (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 the 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 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 at:

Lockheed Federal Credit Union
P.O. Box 6999, Burbank, CA 91510

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.