

**VISA GOLD/VISA CLASSIC
CONSUMER CREDIT CARD AGREEMENT**

In this Agreement, "Agreement" means this Consumer Credit Card Agreement. "Disclosure" means the Credit Card Account Opening Disclosure. The Account Opening Disclosure is incorporated into this Consumer Credit Card Agreement and is part of the Agreement. In this Agreement the words "you," "your," and "yours" 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 LBS Financial Credit Union; and "Credit Union" means LBS Financial Credit Union or anyone to whom LBS Financial 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. 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. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. You may request an increase in your credit limit only by written application to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

2. USING YOUR CARD — You understand that the use of your credit card or credit card account will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Account Opening Disclosure (Disclosure). You may use your card to make purchases from merchants and others who accept your card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. 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 overdraft transfers and cash advances from the Credit Union, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If the Credit Union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card.

3. PROMISE TO PAY — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise 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 joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

4. PERIODIC RATES — The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, and balance transfers will vary periodically as disclosed in the Disclosure accompanying this Agreement.

5. FINANCE CHARGES — In order to avoid a FINANCE CHARGE on purchases made since your last statement date, you must pay the Total New Balance within twenty-five (25) days of the Statement Date shown on your statement. Otherwise the FINANCE CHARGE on purchases is calculated from the beginning of the next statement period on

previously billed but unpaid purchases and on new purchases from the date they are posted to your account until they have been paid. Balance transfers, cash advances and overdraft advances are always subject to a FINANCE CHARGE from the date they are posted to your account. You can avoid paying additional FINANCE CHARGES on purchases as long as you pay your entire new balance by the twenty-fifth (25th) of each month.

We figure the FINANCE CHARGE on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, cash advances and overdraft advances, and any unpaid other finances charges and subtract any payments or credits. 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.”

We multiply the average daily balance by the daily periodic interest rate to get the daily FINANCE CHARGE and then multiply that amount by the number of days in the billing cycle to determine the total interest due amount for the statement period. The average daily balance is called the “Balance Subject to FINANCE CHARGE” on your statement.

6. FOREIGN TRANSACTIONS — 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.

7. FEES — In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

a. Annual Fee. If your account is subject to an Annual Fee, the fee will be charged to your account. The fee may be charged each year until your account is closed and/or paid in full.

b. Foreign Transaction Fee (Finance Charge). A fee (finance charge), calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee (finance charge), calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

c. Late Payment Fee. If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on the Disclosure accompanying this Agreement.

d. Returned Payment Fee. If your account is subject to a Returned Payment Fee, the fee will be charged to your account when a payment is returned for any reason.

8. PAYMENTS — Each month you must pay at least the minimum payment shown on your statement within 25 days of statement 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 \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit by the date specified on the statement. If your balance is less than \$25.00, the minimum payment will be the full balance on the account. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. In accordance with applicable law, the Credit Union may not post payments to your account or reflect them in your available credit limit on the date they are received. The Credit Union may delay replenishing your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

9. 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. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

10. SECURITY INTEREST —

Visa Gold and Visa Classic. You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase.

Visa Classic Secured. You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount.

Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.

Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

11. 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.

12. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — You agree to notify us immediately, orally or in writing, at P.O. Box 4860, Long Beach, CA 90804-0860 or telephone 800.527.3328 Monday through Friday 8:30 a.m. to 7:00 p.m. Pacific Time, 800.527.3328 Saturday 8:30 a.m. to 5:00 p.m. Pacific Time or 866.333.4740 after normal business hours, 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 transactions 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.

13. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure 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. Your obligation to pay the account balance plus any finance and other charges you owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. 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 joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account.

14. CHANGING OR TERMINATING AUTHORIZED USERS — Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

15. 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).

16. 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 months.

17. ADDITIONAL BENEFITS/CARD ENHANCEMENTS — The 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.

18. 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 to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.

19. JOINT ACCOUNTS — If this is a joint account, 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.

20. 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.

21. NO WAIVER — The Credit Union can delay enforcing any of its rights any number of times without losing them.

22. STATEMENTS AND NOTICES — Statements and notices will be mailed or delivered to you at the appropriate address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

23. SEVERABILITY AND FINAL EXPRESSION — This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

24. COPY RECEIVED — You acknowledge that you have received a copy of this Agreement and Disclosure.

25. ILLEGAL USE OF YOUR VISA CREDIT CARD — You agree that your Visa Credit Card account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance. The use of your card, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless for any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

26. OVERDRAFT PRIVILEGE — You agree that if, pursuant to any overdraft privilege on a Credit Union Checking account, there is an overdraft of your Share Draft Account, the amount of overdraft will be added to the outstanding balance on your Visa Credit Card account, subject to the FINANCE CHARGE provisions set forth in paragraph 5 as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Visa Credit Card account must be current and not over the credit limit for funds to transfer to the Checking Account. Overdrafts are not allowed for the purpose of making loan payments, including Visa Credit Card account payments, at the Credit Union, ATM or in-branch teller cash withdrawals. Overdraft advances will be transferred to your Checking or Money Market account in increments of at least \$50.00 and each overdraft advance is considered to be a cash advance. The Checking Account referred to herein is also subject to a separate agreement between you and the Credit Union. Where the terms of any other agreement between you and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.

27. GOVERNING LAW — This Agreement and your Account shall be governed by California law without regard to any conflict of law rules.

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 the address listed on your statement.

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 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** or electronically at the address listed on your statement.

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.