

***Credit Card  
Agreement and Federal  
Truth-In-Lending  
Disclosure***

*(Retain for your Records)*

Effective: 9/1/09  
M-95774

**CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE**

In this Agreement and Disclosure Statement (Agreement) the words WE, US, OUR and OURS mean CREDIT UNION CARD ASSOCIATION, a division of WESCOM CREDIT UNION. YOU, YOUR, and YOURS mean any person who applies for a Card, uses the Account, whose name appears on a Card or Statement, or otherwise is liable for the Account.

This Agreement governs your credit card Account with us. **NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE.**

**ACCOUNT** means the line of credit associated with the Card.

**CARD** means a credit card, the credit card number, and any other means of using your Account. **CARD** also means each and every Visa Card issued to you and any duplicates and renewals we may issue.

Requesting, receiving, signing, using, or permitting others to use the Card issued to you by us binds you to the terms and conditions of this Agreement and any amendments.

**AUTHORIZATION AND PAYMENT:** You authorize us to charge your Account for all Purchases 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 and Cash Advances charged to your Account whether resulting from: (1) actual use of your Card or Visa Checks; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). You promise to pay us or to our order in U.S. Dollars with an instrument drawn on a financial institution in the United States at our 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 you may owe under the terms of this Agreement. If any Account payment is invalid, we will reverse such payment. We may accept checks, money orders, or other types of payment marked "payment in full" or other language indicating full satisfaction of indebtedness, without being bound by such language or waiving any rights under

this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative. Payments will continue until you have paid in full the unpaid balance, FINANCE CHARGES, and all collection-related charges, and any other fees and charges.

**SIGNATURE REQUIREMENT:** In order for your Card to be valid, you must sign the back of your Card as soon as you receive it.

**CREDIT LIMIT:** Your Card has an Account limit (Credit Limit) that is established by us. You agree not to allow the unpaid balance to exceed the Credit Limit. However, if your balance exceeds your Credit Limit, you are still obligated to pay us. We may increase or decrease your Credit Limit at any time and we may notify you by mail or through a Statement sent to the address of record for the primary accountholder either before or after the change takes effect. If you object to a Credit Limit increase, you must notify us immediately. You or your joint applicant may request a change to your Credit Limit orally, in writing, or electronically, but it must be approved by our Credit Department. If your Credit Line is increased, you are immediately responsible for the new Credit Limit and any increase in the unpaid balance even when it differs from an amount previously agreed to orally or in writing. Purchases and Advances are subject to daily limits that may restrict the full use of your available Credit Limit.

**PURCHASES AND ADVANCES:** You may use your Card to make purchases of goods and services, in accordance with current policies, up to your Credit Limit. Cash advance transactions may be requested up to a maximum of 50% of your established Credit Limit. Cash advance transactions include Visa Checks, Balance Transfers, ATM withdrawals and advances made at any bank or credit union that accepts Visa. All transactions are subject to our approval. To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for you to present the Card or Card number to a participating Visa plan merchant, to us or to another financial institution, and sign or authorize a sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system. You may obtain Cash Advances by

using an Automated Teller Machine (ATM), requesting them from us or other participating financial institutions or merchants, using Account Checks (Checks), or requesting a Balance Transfer orally or electronically. You may only use your Card and Checks for transactions that are legal where you reside. Cash advances and cash transactions do not earn points under the CUREwards Program. We will not be held liable if you engage in illegal transactions. You may not utilize your Card for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transactions, any electronic commerce transactions conducted over an open network, and any betting transactions including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and posted, you will still be responsible for such charges.

**ELECTRONIC FUND TRANSFER:** In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

**AUTHORIZATIONS:** Most transactions require approval of funds. Approvals result in placing a hold against your Credit Limit. We may limit the number or amount of approvals or Purchases and Advances per day or deny transactions when we detect unusual or suspicious activity, even if you have sufficient credit available. We are not liable for failing to approve any transaction and we may, although we are not required to, approve transactions above your available credit. We are not liable if a merchant, financial institution or ATM does not honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant.

**PERIODIC BILLING STATEMENTS:** Your Card or other Account activity will be reflected on the Periodic Billing Statement (Statement). Your Statement will identify the merchant, electronic terminal, or financial institution that processed the transaction but sales, cash advance, credit or other slips cannot be returned with the Statement. You should retain your statements and records of your transactions in order to reconcile your Statement. If you request a copy of any sales draft or similar document, a fee in the amount of \$5.00 per document may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a Billing Error. Statements will be mailed only to the address of the person named first on the Account.

**TERMINATION:** We may terminate this Agreement upon your default. Either you or we may terminate this Agreement for any reason. If you choose to terminate this Agreement, you are not relieved of your obligation to repay the balance of all transactions on the Account including Fees and FINANCE CHARGES. You agree to return all the Cards issued to you or any party designated by you.

**MINIMUM MONTHLY PAYMENT:** Every month you must pay at least the Minimum Monthly Payment due by the Payment Due Date shown on your Statement. By separate agreement, you may authorize us to automatically transfer the Minimum Monthly Payment from your Credit Union share or share draft account. You may, of course, pay more frequently, pay more or pay the new balance in full, and you will reduce your periodic FINANCE CHARGE by doing so. If your ANNUAL PERCENTAGE RATE is changed pursuant to the provisions set forth below, the number of payments required to repay the unpaid balance will be affected accordingly. The Minimum Monthly Payment is 1% of the New Balance plus New FINANCE CHARGES, plus new fees, plus any past due amount. However, the Minimum Monthly Payment will be at least \$15.00, except when the New Balance plus FINANCE CHARGES, late charges, and overlimit charges, if any, are less than \$15.00. You understand and agree that each payment is applied first to unpaid FINANCE CHARGES, then to unpaid fees and charges (if any), then to any promotional balances, then the Cash Advance balance, and then to the Account Purchase balance.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Although you need only pay the Minimum Monthly Payment, you may repay your Account balance at any time without penalty. You

will be charged FINANCE CHARGES only 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 pay. If you pay more than the Minimum Monthly Payment 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). Any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your monthly periodic FINANCE CHARGE.

**PAYMENTS BY AUTOMATIC TRANSFER:** If you request a 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 sub-account to make the scheduled loan payment. 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 Agreement is paid in full. We may cancel this service at our discretion.

**FINANCE CHARGES:** Monthly Periodic FINANCE CHARGE, Monthly Periodic Rate, and ANNUAL PERCENTAGE RATE (APR) - The Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE used in calculating the Monthly Periodic FINANCE CHARGE may increase or decrease during the term of this Agreement. Any such change will be based on an increase or decrease in the "Prime Rate" as published in The Wall Street Journal (herein "Index"). In the event that the Index ceases to be published, changes in your ANNUAL PERCENTAGE RATE will be related to a comparable Index.

Your ANNUAL PERCENTAGE RATE is determined by adding a margin to the Index in effect as of each Adjustment Date. The Index in effect as of the date of this Agreement and the margin which will be added to the Index to determine your ANNUAL PERCENTAGE RATE is set forth on the separate document enclosed with this Agreement, entitled FEDERAL TRUTH-IN-LENDING ACT.

We may waive an increase in your ANNUAL PERCENTAGE RATE when such an increase can be made, but such waiver shall not be construed as a waiver of our right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

Your ANNUAL PERCENTAGE RATE is subject to change monthly on the first day of every month following one full billing cycle after an increase or decrease in the Index. These dates shall be known as "Adjustment Dates." For example, if the Index changes anytime in the month of January, your new ANNUAL PERCENTAGE RATE will go into effect on the first day of March. Decreases in your ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement are mandatory. Increases in your ANNUAL PERCENTAGE RATE can be made at our discretion subject to the terms of this Agreement. If the ANNUAL PERCENTAGE RATE increases or decreases, the FINANCE CHARGE will increase or decrease. Each change in the ANNUAL PERCENTAGE RATE and Monthly Periodic Rate will apply to any balance outstanding on the effective date of such change as well as to future Credit Purchases and Cash Advances.

The initial periodic rate used in calculating the Monthly Periodic FINANCE CHARGE is set forth on the Rate Chart below. The Monthly Periodic FINANCE CHARGE for each billing cycle will be calculated by multiplying the Average Daily Balance (described below) of your Account for the billing cycle by the Monthly Periodic Rate. The Monthly Periodic Rate is determined by dividing the ANNUAL PERCENTAGE RATE by 12, and will change when the ANNUAL PERCENTAGE RATE changes. You understand and Agree that if, at any time, your Account becomes thirty (30) or more days past due two (2) or more times in a twelve (12) month period, OR your Account becomes sixty (60) days past due, FINANCE CHARGES on your entire balance will be calculated at the Default ANNUAL PERCENTAGE RATE, which is the Index + 19.65% (corresponding Monthly Periodic Rate of the Index + 19.65% divided by 12). When we have subsequently received six (6) consecutive payments of not less than the required minimum payment on or before your monthly due date, your ANNUAL PERCENTAGE RATE will revert from the Default ANNUAL PERCENTAGE RATE set forth above.

**RATE CHART EFFECTIVE 9-1-09**  
(subject to change monthly)

<b>ANNUAL RATE (APR)</b>	<b>MARGIN</b>	<b>INDEX (PRIME RATE)</b>	<b>INITIAL PERIODIC RATE</b>
7.9% - 19.50%	4.65% - 16.25%	3.25%	0.66% - 1.63%

CHANGE OF TERMS: This Agreement is the contract which applies to all transactions on the Account, even though the sales, Cash Advance, credit, or other documents you sign, agree to, or receive, may contain different terms. We may amend, modify, add to, or delete from this Agreement any term, condition, service, or feature at any time, including the amount or calculation of FINANCE CHARGES. Unless we state otherwise, the change will affect any unpaid balance outstanding and any subsequent transactions. A notice will be mailed to your last known address at least fifteen (15) days prior to the effective date of the change as required by federal or other law. When a notice of change in terms is required, it may be sent as late as the effective date of the change when the change has been agreed to in writing by you.

HOW WE COMPUTE THE ACCOUNT PURCHASE BALANCE (CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES) UPON WHICH FINANCE CHARGES ARE ASSESSED: Average Daily Balance (including new purchases). To avoid incurring an additional periodic FINANCE CHARGE on the balance of Account Purchases reflected on your Statement and on any new Account Purchases appearing on your next Statement, you must pay the New Balance shown on your Statement on or before the Payment Due Date. If payment in full for the entire New Balance shown on your Statement for the previous billing cycle is received by us by the Payment Due Date (at least 25 days from the close of the Statement period), we do not assess a periodic Finance Charge on the balance of your Account Purchases. If such payment was not received when payment was due, then we figure the Finance Charge on the balance of your Account Purchases by applying the Monthly Periodic Rate to the Average Daily Balance of your Account Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance of Account Purchases any new Account Purchases posted to the Account, and subtracting any payments as received and credits posted to the Account, but excluding any unpaid FINANCE CHARGES, late charges, and overlimit charges. You have a twenty-five (25) day grace period from the close of the Statement period to pay the New Balance without incurring additional FINANCE CHARGES. If the New Balance is not paid in full during this grace period, FINANCE CHARGES will be assessed using the Average Daily Balance method as explained above.

HOW WE COMPUTE THE CASH ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED: Average Daily Balance (including new advances). The periodic FINANCE CHARGES for a billing cycle are computed by applying the Monthly Periodic Rate to the Average Daily Balance of Cash Advances which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the previous balance of Cash Advances to any new Cash Advances, Checks or Transfers as of the transaction date, and subtracting any payments received and credits posted to the Account, but excluding any unpaid FINANCE CHARGES, late charges, and overlimit charges. There is no grace period in order to avoid the imposition of FINANCE CHARGES on Cash Advances. This determines your total FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGES will be shown on your statement.

OVERLIMIT CHARGE: If your New Balance on your "billing cycle closing date" exceeds your Credit Limit, we may impose an Overlimit Charge of \$10.00 for each billing cycle in which your New Balance exceeds your credit limit by 20% or \$500, whichever is less. Not more than one Overlimit Charge will be assessed with respect to any monthly billing cycle.

LATE CHARGE: We will charge a Late Charge of \$15.00 with respect to any monthly billing cycle as a late payment charge on the Minimum Monthly Payment due that is not paid within fifteen (15) days after the Payment Due Date shown on your Statement. However, the Late Charge shall not exceed the maximum amount permitted under applicable state law.

DOCUMENT COPY FEE: If you request a copy of any Statement other than the most recent Statement or a copy of a sales or cash advance draft, a fee in the amount of \$5.00 per copy may be imposed by us.

MINIMUM FINANCE CHARGE: The minimum FINANCE CHARGE will be \$1.00 in any month a finance charge is imposed.

**RETURNED PAYMENT FEE:** If a payment that was applied to your account is returned to us unpaid for any reason, you will be charged an \$25.00 fee. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in your regular share or checking account.

**STOP PAYMENT FEE:** A \$25 fee will be charged when a stop payment is requested for a Visa convenience check.

**RETURN CONVENIENCE CHECK FEE:** A \$25 fee will be charged when a Visa convenience check is returned by us due to insufficient available balance or the account is not in good standing when the check is presented.

**RUSHED CARD FEE:** If you request to have your card rushed, you will be charged an \$25.00 fee.

**CASH ADVANCE FEE:** For each cash advance, a fee of 3% will be charged. The minimum cash advance fee is \$5. Cash advance transactions are defined as balance transfers, ATM withdrawals, Visa Checks, cash transfers and cash advances made at any financial institution branch.

**RESPONSIBILITY FOR ACCOUNT:** You agree to repay us according to the terms of this Agreement for all Purchases, Advances, FINANCE CHARGES, fees, and collection costs, if any, arising from the use of this Account by you or any other person you permit to use your Card and/or Account (even if that person exceeded the amount for which you gave permission). You cannot disclaim responsibility by notifying us, although we will close the Account if you so request in writing and you will return all Cards to us. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with you for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. The Cards remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account. You remain liable for any transactions to the Account that we cannot prevent after you notify us.

**DEFAULT:** You will be in default if you fail to comply with any of the terms of this Agreement or any other loan agreement with us or anyone else, in the event of your incompetency, bankruptcy, insolvency, death, fraud, or misrepresentation, or if your creditworthiness is impaired. If you are in default, we may close your Account or suspend your Card privileges without further notice and we may demand immediate payment of the unpaid balance including all fees and service charges. In the event of any action by us to enforce this Agreement, you will pay our collection costs, court costs, attorneys' fees, including those incurred by bankruptcy, and other expenses. If you are in default, FINANCE CHARGES and other charges and fees will continue to accrue until you repay your entire loan.

**ACCELERATION AND COLLECTION COSTS:** Upon your default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the unpaid balance, FINANCE CHARGES, late charges, overlimit fees, our 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 Monthly Periodic Rate), late charges, overlimit fees and collection related charges under the terms disclosed in this Agreement, until you repay your entire loan.

**CREDIT INFORMATION:** At our request, you will update the credit information that you have provided. You authorize us to investigate your credit standing at any time, including but not limited to opening, renewing, or reviewing your Account. You authorize us to disclose information regarding your Account to credit reporting agencies and other creditors who inquire of us about your credit standing to the extent authorized by applicable law. If you question the accuracy of our reported information to a credit reporting agency, write us at the address listed on the Statement with a description of your dispute. If available, please provide a copy of the credit report in question.

**PERSONAL INFORMATION:** You will notify us immediately if you change your name, address, home telephone number, or work telephone number.

**ACCURACY OF INFORMATION:** The information provided in your request for credit (application) is accurate and you

will notify us in writing immediately if there is a change in your financial condition. We may retain the application. You understand that it is a violation of Section 1014, Title 18 - U.S. Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union. We may gather credit and/or employment information we deem necessary and appropriate from time to time and we may give information concerning our credit experience with you to others.

**FOREIGN TRANSACTIONS:** Purchases, Cash Advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a two percent (2%) foreign transaction fee. This fee will also apply to foreign transactions which do not require a conversion to US dollars. The conversion rate may be different than the rate on the day of the transaction or date of posting of the Account. 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.

**ENFORCEMENT:** Failing or delaying to exercise any of our rights under this Agreement will not cause us to lose the rights or waive any of our rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

**TELEPHONE MONITORING:** We may listen to and record telephone calls between you and us for the purpose of improving the quality of service you receive.

**LOST OR STOLEN CARDS, NOTIFICATION AND LIABILITY:** You must notify us IMMEDIATELY if you believe that your Card, Account number, Personal Identification Number (PIN) or any combination of the three has been lost or stolen by calling us at (888) 493-7266. Representatives are

available to take your lost/stolen report 24 hours a day, 7 days a week. If you are unable to access the national toll free telephone number, please call us at (626) 535-1000. Telephoning is the best way of keeping your possible losses down. You understand that your total liability to us shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft or other unauthorized use of the Account and/or Card that occurs prior to the time you give notice to us. Such liability does not apply when the Account and/or Card is used to make an electronic transfer. In the event your card is used fraudulently, you agree to assist us in our investigation and you agree to sign an affidavit of fraud and forgery.

**GOVERNING LAW:** 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. Also, California's choice of law rules shall not be applied if that would result in the application of non-California law.

**INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-in-Lending Act" which is delivered together with this Agreement is an integrated part of this Agreement.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the Account and/or Card may give credit for purchase returns or adjustments and they will do so by sending us a credit slip which we will post to the Account. If a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit slip issued by the merchant. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future Purchases and Advances for as long as 60 days. You may request a refund of a credit balance or we will automatically issue you a refund check within 60 days of maintaining a credit balance, unless the credit balance is \$3.00 or less.

**NOTICE OF BINDING ARBITRATION AGREEMENT:** You and we agree to attempt to informally settle any disputes affecting your Account which might arise under this Agreement and Disclosure. If that cannot be done, you and we agree that any dispute affecting your Account and arising out of or relating to this Agreement and Disclosure will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement and Disclosure (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**). Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. The arbitration shall take place in the state in which you reside. **FOR MORE DETAILS**, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), **OR** call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

**ADDITIONAL TERMS APPLICABLE TO VISA CHECKS:**  
**CHECK USES:** You can use the Visa Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of your Credit Limit, except when the Checks include specific instructions limiting use. Use of the Checks is a cash advance on your Visa Account and is subject to the disclosed fees and **FINANCE CHARGES**. Checks do not qualify for "Special Rule for Credit Card Purchases" described in this Agreement or any other features pertaining to Card Purchases. Checks do not earn **CURewards™** points. They may not be used to pay off any other Wescom Credit Union loan or credit card.

**LIMITATIONS:** There is no separate credit limit for Visa Checks. We are not required to honor a Check that will cause you to exceed your Credit Limit. We will not pay a Check if at the time the Check is presented, you are in default or we have suspended, terminated or canceled the Account. Each Check must be in the form we have 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 us pursuant to this Agreement and Disclosure Statement. Certain merchants may inform you of their intent to convert your check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time you receive your bill. For payments made in person, this notification will be provided at the time payment is made. It is important for you to know that Visa checks are ineligible for conversion to an ACH debit and if presented by a merchant to Wescom for payment, we are required to reject and return the entry. Using Visa Checks for payments to merchants who have notified you of their intent to convert your check to an ACH debit may result in merchant returned item fees and/or late charges. We will not be liable for any fees you incur as a result of our failure to honor an Visa Check that is converted to an ACH debit.

**PERIODIC BILLING STATEMENTS:** Your Statement will show you an itemization of the Checks posted to the Account during the billing cycle. Checks paid by us will not be returned to you with your Statement.

**STOP PAYMENT FEE:** Provided such request is timely, so that we shall have a reasonable opportunity to act upon it under our rules, you may order stop payment on a Visa Check, 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 only six (6) months unless renewed in writing. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. We will charge a fee of \$25.00 per Check when you place a stop payment on your Check(s) which will be billed to the Account whether or not the Check is stopped. You may not stop payment on any transactions made with your Card.

**RETURNED CHECK FEE:** If we decline to honor a Visa Check, you will be charged a \$25.00 Returned Check Fee, up to a maximum of three (3) Returned Check Fees per day. We may decline to honor such Checks if, for example, the amount of the Check would cause you to exceed your Credit Limit, if you are in default, if you did not comply with the instructions included with the Check, the Check appears altered or is missing information, the Check was used by someone other

than the person to whom we sent the Check, the Card has expired or was revoked, the Account is closed or suspended, or the Check was converted to an ACH transaction.

**SURRENDER OF VISA CHECKS:** The Checks are our property. We reserve the right to revoke them at any time. You agree to return them at our request.

**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE:** This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act. **NOTIFICATION IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT:** If you think your Statement is wrong, or if you need more information about a transaction on your Statement, you must write to us on a separate sheet at the address listed on your Statement. You should write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, you should give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Statement automatically from your Wescom account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the Statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay charges on your Statement that are not in question. If we find that we made a mistake on your Statement, you will not have to pay any FINANCE CHARGES

related to the incorrect amount. If we did not make a mistake, you may have to pay FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a Statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your Statement. And we must make available to you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us when it finally is. If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your Statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES:** If you have a problem with the quality of non-business related property or services that you purchased with a 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 property or services. The limitations on this right are:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property services.