

**INTEREST RATES AND INTEREST CHARGES**

<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances</b>	<b>9.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	My due date is at least 21 days after the close of each billing cycle. You will not charge me interest on purchases if I pay my entire balance by the due date of each month. You will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

**FEES**

<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<p><b>Cash Advance:</b> Either <b>\$2</b> or <b>2%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>International Transactions:</b> <b>None</b></p>
<b>Penalty Fees</b>	<p><b>Late Payment:</b> up to <b>\$39</b></p> <p><b>Returned Payment:</b> up to <b>\$28</b></p>

**How We Will Calculate Your Balance:** We will use a method called "Average Daily Balance (including new purchases)." See the Agreement and Disclosure Statement below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Agreement and Disclosure Statement.

**VISA GOLD CREDIT CARD ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT**

In this Visa® Gold Credit Card Agreement and Disclosure Statement, ("Agreement and Disclosure Statement"), the words "I," "me," "my," and "mine" mean each and all of those who apply for or use the Bay Federal Credit Union Visa Gold Card and/or Visa Credit Card Account. "Credit Union," "you," "your," and "yours" mean Bay Federal Credit Union. "Card" means the Visa Card issued to me and any duplicates and/or renewals you may issue. "Account" means my Visa Card Account with you.

By requesting and receiving, signing, using, or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.**

**AUTHORIZATION AND PAYMENT:** I authorize you to pay and charge my Account for all Purchases, Balance Transfers, and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Balance Transfers, and Cash Advances charged to my Account whether resulting from: (1) actual use of my Card; (2) mail order or telephone, computer, or other electronic Purchases made without presenting the Card; or (3) any other circumstance where I authorize a charge, or authorize someone else to make a charge, to my Account (collectively, "authorized charges"). I promise to pay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement and Disclosure Statement (the "Account Balance"). I must continue to make payments until I have paid the Account Balance in full.

**CHANGE OF TERMS:** Account and agreement terms are not guaranteed for any period of time. I understand and agree that you may amend, modify, add to, or delete from this Agreement and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any INTEREST CHARGE, Transaction Fee, or other FINANCE CHARGE, ANNUAL PERCENTAGE RATE, daily periodic rate, and/or fee in accordance with applicable laws. If required by applicable law, you will mail a notice of the change to me at my last known address. I also understand that in the event of a significant change in account terms, as defined under the Federal Truth in Lending Act, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change in account terms as required by applicable law. If you are required by applicable law to provide me a right to reject significant changes to this Agreement and Disclosure Statement prior to the effective date of such changes, you will provide me with an explanation of how to reject the significant changes, unless I fail to make a required minimum payment within sixty (60) days after its due date. You may change the terms of this Agreement and Disclosure Statement based on information in my credit report, market conditions, business strategy or for any other reason. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing, by me.

**INTEREST RATES AND INTEREST CHARGES:** I understand that a portion of my FINANCE CHARGES incurred during a billing cycle will include my INTEREST CHARGES incurred during that billing cycle. The INTEREST CHARGE for a billing cycle will be calculated by applying my Daily Periodic Rate to my Average Daily Balance multiplied by the number of days in the cycle. I understand and agree that under the “Change of Terms” section above, you have the right in your sole and absolute discretion to change the amount of any ANNUAL PERCENTAGE RATE, Daily Periodic Rate and/or INTEREST CHARGE that may apply to my Account.

**VISA VARIABLE RATE PROGRAM – HOW YOU CALCULATE CHANGES IN MY MONTHLY PERIODIC INTEREST CHARGE, MONTHLY PERIODIC RATE, AND ANNUAL PERCENTAGE RATE:** I understand and agree that your Visa program is a variable rate program. What this means is that, with the exception of any applicable Purchase or Balance Transfer introductory ANNUAL PERCENTAGE RATE promotional period, my ANNUAL PERCENTAGE RATE may increase or decrease on a monthly basis while I maintain my Account with you.

The ANNUAL PERCENTAGE RATE that applies may vary with changes to the Prime Rate, which is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal (the “Index”).

My ANNUAL PERCENTAGE RATE for Cash Advances, Balance Transfers, and Purchases is determined by adding a “Margin” as set forth in the table below to the Index in effect as of each Adjustment Date (defined below). The Initial Daily Periodic Rate in effect as of the date of this Agreement and Disclosure Statement is set forth in the table below. In the event that the Prime Rate ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change monthly on the 16th day of the month based on an increase or decrease in the Index. These dates will be known as “Adjustment Dates.” The Index in effect on the First (1st) business day of the month will be used to calculate the ANNUAL PERCENTAGE RATE change effective on the Adjustment Date. For example, the Index in effect on February 1 will be used to calculate the ANNUAL PERCENTAGE RATE change effective on February 16th of the same year. All other Adjustment Date rate changes will follow the same pattern.

The maximum ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement is 18%. There is no minimum ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement. There are no annual (or other) limitations on changes in the ANNUAL PERCENTAGE RATE during the term of this Agreement and Disclosure Statement. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Agreement and Disclosure Statement are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement and Disclosure Statement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE will result in changes in the amount and/or number of payments required to repay the Account Balance. Each change in the ANNUAL PERCENTAGE RATE and Daily Periodic Rate which is the result of an increase or decrease in the Index will apply to any balance outstanding on the effective date of such change as well as to future Purchases and Advances.

The Daily Periodic Rate is determined by dividing the ANNUAL PERCENTAGE RATE by 365 and will change when the ANNUAL PERCENTAGE RATE changes.

	Margin	Initial Index	Initial Daily Periodic Rate	Initial ANNUAL PERCENTAGE RATE
Purchases, Cash Advances, Balance Transfers	<b>6.74%</b>	<b>3.25%</b>	<b>.02737%</b>	<b>9.99%</b>

**TRANSACTION FEES:** I understand that, in addition to INTEREST CHARGES incurred during a billing cycle, another portion of my FINANCE CHARGES incurred during a billing cycle may include Transaction Fees incurred during that billing cycle. I understand and agree that under the “Change of Terms” section above, you have the right in your sole and absolute discretion to change the amount of any Transaction Fee that may apply to my Account, in accordance with applicable law. My Transaction Fees for a billing cycle include the following fees:

1. Cash Advance Fee: Cash Advance transactions are subject to a Cash Advance Fee of \$2 or 2% of the amount of the Advance, whichever is greater, is posted to the Account during the billing cycle.

The above Transaction Fees and other fees for the billing cycle will be shown on my periodic statement.

**CREDIT INFORMATION:** At your request, I will update the credit information that I have provided to you. I authorize you to investigate my credit standing when opening, renewing, or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law. If I question the accuracy of your reported information to a credit reporting agency, I will write to you at the address listed on my periodic statement with a description of my dispute. If available, I will provide you with a copy of the credit report in question.

**HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF GOODS AND SERVICES, UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED.**

Average Daily Balance (including new purchases)

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Purchases (including new Purchase transactions). To get the Average Daily Balance of Purchase transactions, you take the beginning balance of Purchase transactions on my Account each day, add any new Purchases, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Purchase transactions. Then, you add up all the daily balances of Purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Purchase transactions.

I have at least a 21 day grace period from the close of each billing cycle to pay the entire New Balance without incurring additional INTEREST CHARGES provided that either: (1) you received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the periodic statement for the previous billing cycle; or (2) the ending balance of the previous billing cycle was \$0. If I have a grace period to pay the entire New Balance for any billing cycle, and do not pay the entire New Balance in full during this grace period, INTEREST CHARGES will be assessed on any portion of the entire New Balance not paid during the grace period using the Average Daily Balance method as explained above. The Payment Due Date disclosed on each periodic statement provided to me is the last day of my grace period for that statement's billing cycle.

**HOW TO COMPUTE THE CASH ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED.**

Average Daily Balance  
(including new Cash Advances and Other Advance Transactions)

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Cash Advances (including new Cash Advances). To get the Average Daily Balance of Cash Advance transactions, you take the beginning balance of Cash Advance transactions on my Account each day, add any new Cash Advances, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Cash Advance transactions. Then, you add up all the daily balances of Cash Advance transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Cash Advance transactions. There is no grace period in order to avoid the imposition of INTEREST CHARGES on Cash Advances.

**HOW TO COMPUTE THE BALANCE TRANSFER BALANCE UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED.**

Average Daily Balance (including new Balance Transfers)

The periodic INTEREST CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the Average Daily Balance of Balance Transfers (including new Balance Transfers). To get the Average Daily Balance of Balance Transfer transactions you take the beginning balance of Balance Transfer transactions on my Account each day, add any new Balance Transfer transactions, and subtract any payments or credits, and unpaid INTEREST CHARGES and other FINANCE CHARGES. This gives you the daily balance of Balance Transfer transactions. Then, you add up all the daily balances of Balance Transfer transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance of Balance Transfer transactions. There is no grace period in order to avoid the imposition of INTEREST CHARGES on Balance Transfers.

The calculations in the sections above determine my total INTEREST CHARGE for the billing cycle. Actual INTEREST CHARGES will be shown on my periodic statement. The combination of periodic INTEREST CHARGES and Cash Advance Fees, will not exceed the ANNUAL PERCENTAGE RATE permitted under applicable law.

**MINIMUM PAYMENT:** Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or share draft account. I may, of course, pay more frequently, pay more, or pay the Account Balance in full, and I will reduce my periodic INTEREST CHARGE by doing so. The Minimum Payment Due will be either: (a) 2.5% of my Account Balance, or \$25, whichever is greater; or (b) my Account Balance, if it is less than \$25.

In addition, I must pay any amount on my periodic statement listed as past due and any late charge. Lastly, at any time my Account Balance exceeds my Credit Limit, I must pay the excess.

I understand and agree that any Minimum Monthly Payment made by me will be applied in the following order: (a) unpaid periodic INTEREST CHARGES, Transaction Fees, and other FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (b) outstanding balances of Cash Advances, Balance Transfers, and Purchases previously billed; (c) current Cash Advances, Balance Transfers, and Purchases; and (d) unpaid fees and charges, if any. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them. Any payment I make in excess of the Minimum Monthly Payment will be applied to my balances subject to the highest ANNUAL PERCENTAGE RATE first, then to balances subject to lower ANNUAL PERCENTAGE RATES, in descending order of ANNUAL PERCENTAGE RATES until all balances subject to an ANNUAL PERCENTAGE RATE are paid in full. Thereafter, you will apply all payments in excess of the Minimum Monthly Payment, if applicable, in the same order as you apply the Minimum Monthly Payment.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand and agree that I will only be charged INTEREST CHARGES to the date I repay my entire Account Balance. I may make larger payments without penalty and this may reduce the total amount of INTEREST CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my Account Balance will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my Account Balance will (a) increase or (b) decrease my Monthly Periodic INTEREST CHARGE. Credits from merchants may not be applied to the Minimum Payment Due.

**PAYMENTS BY AUTOMATIC TRANSFER:** If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account to make the scheduled payment. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account Balance is paid in full. You may cancel this service at your discretion.

**RECURRING PAYMENTS:** The use of my Account to make pre-authorized electronic recurring bill payments constitutes an Electronic Fund Transfer. I may be able to place a stop payment on a pre-authorized electronic recurring bill payment in accordance with the terms of your Electronic Funds Transfer Disclosure and Agreement with me. Any such stop payment order is subject to a Stop Payment Fee of \$29 for each stop payment order I give. A stop payment/revocation order does not release me from the obligation to pay for goods and services purchased from merchants.

**CREDIT LIMIT AND CASH ADVANCE LIMIT:** My Account has a Credit Limit that is established by you. You may make part of my Credit Limit available for Cash Advances (Cash Advance Limit). There may also be a limit on the amount I can withdraw from automated teller machines (ATMs) in a given period. The Credit Limit and Cash Advance Limit are shown on the Welcome letter and periodic statements. I agree to manage my Account so that: (1) my Account Balance (including fees and INTEREST CHARGES) is not more than my Credit Limit; and (2) my Cash Advance balance (including fees and INTEREST CHARGES) is not more than my Cash Advance Limit. However, if my Account Balance exceeds my Credit Limit or Cash Advance Limit, I am still obligated to pay you. You may increase or decrease my Credit Limit at any time and you may notify me of such increase or decrease by mail or through a statement sent to the primary Account-holder's address of record, in accordance with applicable legal requirements. If I object to any Credit Limit increase, I must notify you immediately. I or my joint applicant for the Account may request an increase to the Credit Limit orally, in writing, or electronically, but any such request must be approved by you. Any request from me or my joint applicant to reduce or suspend the Credit Limit must be submitted in writing. If my Credit Limit is increased, I am immediately responsible for the new Credit Limit and any increase in the Account 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 my available Credit Limit.

**RETURNED PAYMENT FEE:** If a payment that was applied to my Account is returned to you unpaid for any reason, I will be charged a Returned Payment Fee of \$28. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in my regular share or checking account. However, the Returned Payment Fee will not exceed the Minimum Payment Due on the last Payment Due Date before the payment is returned.

**CASH ADVANCE FEE:** For each Cash Advance, a Cash Advance Fee of either \$2 or 2% of the amount of the Advance will be charged, whichever is greater.

**LATE PAYMENT FEE:** I will be charged a Late Payment Fee of up to \$39 as follows: If you do not receive the minimum Payment Due by the Payment Due Date, the fee is \$28. If I make another late payment within the next 6 billing periods, the Late Payment Fee is \$39. However, the Late Payment Fee will not exceed the Minimum Payment Due.

**RUSH CARD FEE:** I will be charged a Rush Card Fee of \$30 per card for expedited delivery.

**DOCUMENT FEE:** If a copy of any periodic statement, sales draft, or similar document is provided by you at my request (other than in connection with a billing error inquiry), a Document Fee of \$12 may be imposed by you on my Account. This fee will not be assessed, however, if it was requested in connection with a Billing Error.

**PROMOTIONAL RATE OFFERS:** From time to time and at your discretion, you may offer a promotional ANNUAL PERCENTAGE RATE for all or any part of my Account Balance, Balance Transfer, or future transactions. The period of time for which the promotional ANNUAL PERCENTAGE RATE applies may be limited. Any applicable promotional ANNUAL PERCENTAGE RATE, the corresponding periodic rates, and the period of time during which they are in effect will appear on the offer. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**USING THE CARD:** I may use my Card to make Purchases or request Advances or Balance Transfers in accordance with the current policies, up to my Credit Limit. Cash advance transactions include ATM withdrawals, online funds transfers, telephonic funds transfers, and in person Cash Advances at a financial institution's branch from the Account. All transactions are subject to your approval. To make a Purchase or request Advances or Balance Transfers in accordance with the current policies, there are two alternative procedures to be followed. One is for me to present the Card or Card number to a participating Visa plan merchant, to you, or to another financial institution, and sign or authorize a sales or Cash Advance draft. The other is to complete the transaction by using my 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. To make a Balance Transfer, I must call you at 831.479.6000 or toll-free at 888.4BAYFED, or follow the instructions provided by you in connection with any Balance Transfer promotion that you may offer

My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, I may not utilize my Card and/or Account 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 transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

**ELECTRONIC FUNDS TRANSFER:** In the event a use of the Card or the Account number of the Card constitutes an Electronic Funds Transfer, the terms and conditions of my Electronic Services Disclosure and Agreement with you shall govern such transactions to the extent the Electronic Services Disclosure and Agreement expands or amends this Agreement and Disclosure Statement.

**CHANGING OR TERMINATING AUTHORIZED USERS:** Upon my request, you may issue additional cards for authorized users that I designate. I must notify you in writing of any termination of an authorized user's right to access my Account. My letter must include the name of the authorized user and my Account number and/or any sub-account number issued to the authorized user along with the authorized user's card. If I cannot return the authorized user's card and if I request my Account to be closed, you will close my Account and I may apply for a new account.

**DEFAULT:** I will be in default if: 1) I do not pay on time or in the proper amount(s); 2) I fail to live up to any of the terms of this Agreement and Disclosure Statement; 3) my creditworthiness is impaired; or 4) I die, become insolvent, or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement and Disclosure Statement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that INTEREST CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement and Disclosure Statement will continue to accrue until I repay my entire Account Balance.

**ACCELERATION AND COLLECTION COSTS:** Upon my default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account and Card privileges and/or you may demand immediate payment of the Account Balance, including INTEREST CHARGES, Transaction Fees, and other FINANCE CHARGES, late charges, and your collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). I understand and agree that I will be subject to INTEREST CHARGES (at the applicable Daily Periodic Rate), Transaction Fees, and other FINANCE CHARGES, late charges, and collection-related charges under the terms disclosed in this Agreement and Disclosure Statement, until I repay my entire Account Balance.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement and Disclosure Statement for all Purchases, Advances, Balance Transfers, INTEREST CHARGES, Transaction Fees, and other FINANCE CHARGES, and late charges (if any), arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you. My obligation to pay the Account Balance continues even though an agreement, divorce decree, or other court judgment to which you are not a party may direct me 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 me 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 mine. The Cards remain your property and I must recover and surrender to you all Cards upon your request and/or upon termination of this Account.

**UNAUTHORIZED USE:** If I notice the loss or theft of my Card, Account number, or PIN, or a possible unauthorized use of my Card, I should write to you immediately at:

Bay Federal Credit Union  
3333 Clares Street  
Capitola, CA 95010

or call you at 831.479.6000 or toll-free at 888.4BAYFED.

I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50. My liability may be lower in cases of Visa Card fraud in accordance with Current Visa U.S.A., Inc. Operating Rules.

**TERMINATION:** You may terminate this Agreement and Disclosure Statement upon my default. Either you or I may terminate this Agreement and Disclosure Statement for other good cause. In no event shall any termination relieve me of my obligation to repay the entire Account Balance. I agree to return all the Cards issued to me or any party designated by me.

**INACTIVE ACCOUNT:** If my Account does not have any activity for twelve (12) consecutive months, it will be considered an inactive account and my ability to take advances against my Credit Limit may be suspended. If my Account is inactive for twenty four (24) consecutive months, you may close it.

**LIEN ON SHARES:** If I have voluntarily agreed to a lien on shares in my Visa Application, I understand and agree that if I am in default on the Account, you may apply all shares (except IRA accounts) then on deposit needed by you to repay my loan.

**PLEDGE OF SHARES:** If I have signed a separate Pledge of Shares/Certificate Agreement, I understand and agree that I am pledging, under the Uniform Commercial Code, shares now on deposit in my regular share and/or certificate account(s). I understand that I must, at all times, keep a sum equal to my Credit Limit on deposit in the designated regular share and/or certificate account(s) identified on the Pledge of Shares/Certificate Agreement until I repay my entire Account Balance and the Account is terminated. I understand and agree that this security interest will cover future Purchases and Advances under this Agreement. If I default, you may apply these shares to repay my Account Balance in accordance with federal or other law. I understand that the ANNUAL PERCENTAGE RATE quoted above does not take into account the amount pledged in my regular share and/or certificate account(s).

**PERIODIC BILLING STATEMENTS:** My Card or other Account activity will be reflected on the periodic billing statement. My periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished to me at the time of the transaction in order to reconcile my periodic statement.

**AUTHORIZATIONS:** Most transactions require approval of funds. Approvals result in placing a hold against my Credit Limit. You may limit the number or amount of approvals or Purchases and Advances per day or deny transactions when you detect unusual or suspicious activity, even if I have sufficient credit available. You are not liable for failing to approve any transaction and you may, although you are not required to, approve transactions above my available Credit Limit.

**PLAN MERCHANT DISPUTES:** You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant. If I dispute a charge with a merchant, you may, in your discretion, credit my Account for all or part of the disputed charge. If you do so, I assign and transfer to you all rights and claims (excluding tort claims) against the merchant. I agree that I will not pursue any claim against the merchant for the credited amount, and I must cooperate with you if you decide to do so.

**JOINT ACCOUNTS:** If this is a joint account, each of us will be individually and jointly responsible for paying all amounts owed under this Agreement and Disclosure Statement. This means that the Credit Union can require any one of us individually to repay the Account Balance. Each of us authorizes the other(s) to make purchases or cash advances individually. Any one of us may terminate the Account and the termination will be effective as to all of us.

**INTERNATIONAL TRANSACTIONS:** Purchases, Cash Advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. In the event that an international transaction is converted to 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 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. The conversion rate may be different than the rate on the day of the transaction or date of the 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, I am responsible for the difference.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to the Account. If a credit fails to post to my Account, I may request your help in having the credit applied to my Account by sending you a copy of the credit slip issued by the merchant. I have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to my Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1 or more, refund it on my written request or automatically after six (6) months.

**LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY:** I will notify you AT ONCE if I believe that the Card, Account number, PIN, or any combination of the three has been lost or stolen by immediately calling you at 831.479.6000 or toll-free at 888.4BAYFED or after hours at 866.883.4414. Telephoning is the best way of keeping my possible losses down. In the event my Card is used fraudulently, I agree to assist you in your investigation. I understand that my total liability to you shall not exceed \$50 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 I give notice to you. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

**PAYMENTS MARKED "PAID IN FULL":** You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness without being bound by such language or waiving any rights under this

Agreement and Disclosure Statement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

**OVERDRAFT TRANSFER COVERAGE AUTHORIZATION:** I may affirmatively request to link my Visa credit card to my checking account for overdraft protection on my checking account(s). If I do this, you may clear any overdrafts from my checking by Cash Advance from my Account in the amount of overdraft in increments of \$50, subject to the terms of this Agreement and Disclosure Statement. If there are not sufficient funds available for overdraft protection, my checks may be returned unpaid. All overdraft transfers from the Account to overdrawn checking accounts are treated as Cash Advances on the Account

**Visa ACCOUNT UPDATER (“VAU”) SERVICE:** In the event that the Credit Union issues me a replacement or renewal of my Card, my Card Details (e.g., my Visa account number, expiration date, and card verification value (CVV) security code) may change. Changes to my Card Details can lead to disruptions of recurring payment services and interruptions in the products/services I receive from merchants, subscription services, e-commerce merchants, or others who have my Card Details “on file” because, after the issuance of the replacement or renewal of my Card, the “on-file” information these merchants possess may no longer be accurate. In order to avoid these disruptions, Visa has developed a service called the Visa Account Updater (“VAU”) Service through which the Credit Union may provide my new Card Details to participating and qualifying merchants automatically. If I wish to opt-out from this Service, I must contact you by mail at the address on my statement, complete and submit the form on your website to opt-out from this Service, or call you at 831.479.6000 or toll free at 888.4BAYFED before receiving the replacement or renewal of my Card.

**CHANGING BENEFITS:** You have the right to add, modify or delete any benefit, service or feature of my Account at your discretion.

**ASSIGNING THIS AGREEMENT:** You may sell, transfer, or assign this Agreement and Disclosure Statement and my Account. You may do so at any time without notifying me. I may not sell, assign, or transfer my Account or any of my obligations under this Agreement and Disclosure Statement.

**DELAY IN ENFORCEMENT:** You can delay enforcing any of your rights under this Agreement and Disclosure Statement without losing them.

**TELEPHONE MONITORING:** You may listen to and record telephone calls between me and you for the purpose of making a record of the call and improving the quality of service I receive.

**GOVERNING LAW:** I understand and agree that this Agreement and Disclosure Statement 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. I also understand and agree that California’s choice of law rules shall not be applied if they would result in the application of non-California law.

**INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled “Additional Disclosure - Federal Truth-in-Lending Act” which is delivered together with this Agreement and Disclosure Statement is an integrated part of this Agreement and Disclosure Statement. Any future amendments to this Agreement and Disclosure Statement will be labeled as such and will form an integrated part of this Agreement and Disclosure Statement.

**MEMBERSHIP REQUIREMENT:** I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account and/or Card privileges including future Purchases and Advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not maintain my membership with you.

**CHANGE OF PERSONAL INFORMATION:** I understand and agree that I must immediately report to you any change in my name, address, home, work, or cellular telephone numbers, or employment status. I also agree to advise you of any change to my financial condition that may affect my creditworthiness.

**ACCURACY OF INFORMATION:** The information provided in my request for credit (Application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the Application. I understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union. You may gather credit and/or employment information you deem necessary and appropriate from time to time and you may give information concerning your credit experience with me to others.

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

**COPY RECEIVED:** I acknowledge receipt of a copy of this Agreement and Disclosure Statement and agree to accept its terms.

**NOTICE:** The statement on page 8 includes important information regarding my right to dispute billing errors.

## My Billing Rights: Keep this Notice for Future Use

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

### What To Do If I Find a Mistake on My Statement

If I think there is an error on my statement, I must write to you at:

Bay Federal Credit Union  
3333 Clares Street  
Capitola, CA 95010

In my letter, I must give you the following information:

- *Account information:* My name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If I think there is an error on my bill, I must describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

- Within 60 days after the error appeared on my statement.
- At least 3 business days before an automated payment is scheduled, if I want to stop payment on the amount I think is wrong.

I must notify you of any potential errors in writing. I may call you, but if I do you are not required to investigate any potential errors and I may have to pay the amount in question.

### What Will Happen After You Receive My Letter

#### When you receive my letter, you must do two things:

1. Within 30 days of receiving my letter, you must tell me that you received my letter. You will also tell me if you have already corrected the error.
2. Within 90 days of receiving my letter, you must either correct the error or explain to me why you believe the bill is correct.

#### While you investigate whether or not there has been an error:

- You cannot try to collect the amount in question, or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

#### After you finish your investigation, one of two things will happen:

1. *If you made a mistake:* I will not have to pay the amount in question or any interest or other fees related to that amount.

2. *If you do not believe there was a mistake:* I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us.

If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.

### My Rights If I am Dissatisfied With My Credit Card Purchases

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I 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 my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I must contact you in writing at:

Bay Federal Credit Union  
3333 Clares Street  
Capitola, CA 95010

While you investigate, the same rules apply to the disputed amount as discussed above. After you finish your investigation, you will tell me your decision. At that point, if you think I owe an amount and I do not pay, you may report me as delinquent.



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