
Mastercard Agreement and Federal Truth-in-Lending Disclosure Statement

Notice: Read and retain this copy of your Agreement and Truth-in-Lending Disclosure for future reference.

Effective October 1, 2017



P.O. Box 660130
Arcadia, CA 91066-0130
(626) 445-0950
Toll Free (866) 995-FFCU

**LOST OR STOLEN CARDS
(800) 682-6075**

TERMS USED IN THIS AGREEMENT:

This Agreement and Disclosure Statement ("Agreement") cover your Foothill Federal Credit Union ("FFCU") Platinum MasterCard®, Platinum Rewards MasterCard and Credit Builder MasterCard with us. In this Agreement, the word "you" and "your" means any person who signs either the FFCU MasterCard Application or any person who uses the card(s). "We", "our" and "us" means FFCU, primary address located at 30 S. First Ave., Arcadia, CA 91006. The "card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the card" means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use" means the use of your card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when content and construction so require.

EXTENSION OF CREDIT: If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of your card or Account.

CREDIT LIMIT: We will establish a credit limit for you, and may increase or decrease the credit limit from time to time. We have provided you with a separate MasterCard Approval letter stating the credit limit for purchases and cash advances on your account, and that letter is made part of this Agreement by this reference. Your monthly statement will show the amount of credit available to you for purchases and cash advances as of the statement date. You agree not to let the unpaid balance exceed this credit limit. You agree to advise us of any change in your financial condition which may affect your creditworthiness. You agree to keep us up to date on the credit information that you have provided to us. From time to time, you may request an increase in your credit limit by submitting an application request to increase that will be subject to approval based on your creditworthiness at that time. You promise that payments we make for your Account(s) resulting from use of the card will, at no time, cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted by us, which may occur anytime at our discretion.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

CONVENIENCE CHECKS: We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit on your Account. We will honor and pay checks as long as

they are drawn on forms authorized by us and presented before the expiration date on the check and in an amount not less than \$100.00. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We may recognize the signature of anyone who signed the Credit Application for the MasterCard credit card account as authorized to transact any business on this account. You, or any other person authorized to draw on the Account, may order stop payment of any check payable against your Account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. A stop payment fee will be assessed for each stop payment as set forth in our Schedule of Fees and Charges. If you give a stop payment order verbally, the order shall be valid for fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid no longer than six (6) months, but may be renewed for an additional six (6) month period by written notice. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit. If a Card is reported lost or stolen, the MasterCard convenience checks are null and void. You agree to hold us harmless and to indemnify us from any liability incurred due to a delay or misrouting of the MasterCard convenience check for any reason.

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 you card and/or account (even if that person exceeded the amount for which you gave permission). If you decide to close your account please notify us orally or in writing and return all card(s) on the account. You remain liable for any transaction to the account that we cannot prevent after you notify us. Any person using the account and/or card is jointly and severally responsible for all charges on the account.

PROMISE TO PAY: You promise to pay us in U.S dollars under the terms of this Agreement for (a) all purchases, balance transfers and cash advances made by you or anyone whom you authorize to use the card or Account even if that person exceeds your permission; (b) **FINANCE CHARGES** and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law and any costs incurred in the recovery of the card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all purchases, balance transfers, cash advances or promotional advances, late charges, **FINANCE CHARGES** and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay for your Account on or before the Payment Due Date on the monthly periodic statement either the entire new Balance or a Minimum Payment equal to any amount, which is at least 3% of the New Balance or \$25 whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$25 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty and you may

repay any funds advanced, credit extended or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

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.

COST OF CREDIT: You will pay a **FINANCE CHARGE** for all advances made against your Account. **FINANCE CHARGES** for balance transfers and cash advances begin to accrue on the date of the advance. There is no grace period for balance transfers or cash advances. New purchases will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement or if there was no previous balance.

No additional **FINANCE CHARGES** will be imposed on new purchases shown on your statement if the New Balance shown in the statement is paid in full by the Payment Due Date reflected on the statement. For purchase made with your card, there is a 25-day grace period within which the New Balance may be paid without incurring a **FINANCE CHARGE**.

The Periodic Rate portion of the **FINANCE CHARGE** is figured by applying the periodic rate to the "Balance Subject to **FINANCE CHARGE**" which is the "Average Daily Balance" of your Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account Balance in full by the Payment Due Date shown on your previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **FINANCE CHARGES**. This gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the "Average Daily Balance." The Periodic Rate portion of the **FINANCE CHARGE** is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the respective rate to the product. If your periodic rate is computed based on an Index, your periodic rate(s) may vary.

If your Account features an Introductory Rate, you will pay an Introductory Rate **FINANCE CHARGE** for purchases made at the periodic rate and corresponding **ANNUAL PERCENTAGE RATE (APR)** and for the time period set forth. Thereafter, the **ANNUAL PERCENTAGE RATE (APR)** may vary quarterly. The APR (other than the Introductory APR) is a variable rate determined quarterly by adding a margin of 5.5% to 14.75% (depending on our review of your application and creditworthiness) to the Prime Rate (Index). This Index as published in the "Money Rates" column of The Wall Street Journal on the last business day of each calendar quarter. If the last business day of a calendar quarter falls on a weekend or a holiday, then the Index published on the preceding business day for that month will be used. The Index will be applied the first day of your billing cycle that ends in the calendar month following each quarter end. When the rate increases, this has the effect of increasing the number of payments required to pay the balance in full. When the interest rate decreases, fewer payments may be required to pay the balance in full. You

understand that we may change the index with proper notification to you. You agree to pay all authorized charges, **FINANCE CHARGES** and fees according to the payment terms specified in this Agreement. Failure to do so will result in default on the Account.

The **ANNUAL PERCENTAGE RATE (APR)** purchases, balance transfers and cash advances, in any given billing cycle, except for any Introductory Rate period, will be the Index plus the margin as forth below. These **ANNUAL PERCENTAGE RATES** are referred to as the Standard Rate. The Standard Rate daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE** for purchases, balance transfers and cash advances are set forth in the Additional Disclosure. The margins are as follows:

Card Program	Tier 1	Tier 2	Tier 3	Tier 4
Platinum	5.50%	8.00%	10.00%	12.00%
Platinum Rewards	7.00%	9.50%	11.50%	13.50%

For all, purchases, balance transfers and cash advances, the Standard Rate **ANNUAL PERCENTAGE RATES** will never be greater than 18% with a corresponding Standard Rate Daily Periodic Rate of .0493%.

Please note that the terms of your account, including any of the **ANNUAL PERCENTAGE RATES**, are subject to change. Future changes to the **ANNUAL PERCENTAGE RATES** will be in accordance with the Agreement and Disclosure Statement for your account.

The monthly periodic rate used in calculating periodic **FINANCE CHARGES** and the corresponding **ANNUAL PERCENTAGE RATE** are disclosed to you on the MasterCard Approval letter that is mailed to you. You may request a copy of this letter at anytime by contacting FFCU at 626-445-0950.

PENALTY APR: No Penalty APR.

LOST, STOLEN OR UNAUTHORIZED USE: It is important to continually monitor your monthly statements to identify any unauthorized transactions. If your card is lost or stolen, or you believe that someone has accessed or may access money from your card without your permission, notify us immediately. If you notice unauthorized or fraudulent activity on your card, notify us immediately. Notify us at the phone number or address listed on this disclosure. If your card is used fraudulently, you agree to assist us in our investigation and to sign and return the Cardholder Dispute Form.

SKIP PAYMENT OPTION: We may designate a billing period in which you will have an option to skip a payment or pay less than the Minimum Payment Due, if you exercise this option, **FINANCE CHARGES** will accrue based on your "Average Daily Balance" as described in the FFCU MasterCard Agreement and Disclosure Statement.

CREDITING OF PAYMENTS: All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first

business day following receipt. All payments on your Account will be applied in the following order: (1) unpaid fees and charges; (2) unpaid **FINANCE CHARGES** on advances; (3) unpaid **FINANCE CHARGES** on purchases; (4) unpaid purchases balance, and (5) unpaid advances balance. Interest paid or agreed to be paid shall not exceed the maximum amount of interest permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

LATE PAYMENT FEE: Refer to Schedule of Fees.

OVER-THE-LIMIT FEE: No over-the limit Fee.

RETURNED PAYMENT FEE: Refer to Schedule of Fees

***MULTIPLE FEES:** In the event that the Late Payment Fee and the Return Payment Fee apply concurrently, we will not charge you more than one fee for a single event.

SHARED SECURED MASTERCARD: As collateral for amounts you may request to be advanced from time to time pursuant to this MasterCard Agreement, you pledge and grant to us a lien on your deposits (in the amount equal to 100% of the maximum credit limit) in the share account as indicated on the MasterCard form. If you are in default under this Agreement, we may take such sums from the share account as set forth on the MasterCard form in payment of any amounts owed to us by you. If the amounts pledged are not sufficient to pay off all amounts owed to us you agree and acknowledge that you will be responsible for any and all deficiencies including any fees, charges and costs, which may have been incurred by us as a result of your default.

CROSS-COLLATERALIZATION/CROSS DEFAULT: You understand and agree that your breach or default of the terms and conditions of this Agreement for my MasterCard Credit Card Account shall also be deemed to be a default of any and all other Loan or Line of Credit Account you now have with us or obtain with us in the future. Further, you understand and agree that your breach or default of the terms and conditions of any other Loan or Line of Credit Account you now have with us or obtain in the future with us shall be deemed to be a default of the terms and conditions of the Agreement for this MasterCard Credit Card Account. This "cross default" Agreement shall not apply to any Loan or Line of Credit Account secured by real property, property used as your dwelling or where otherwise prohibited by Federal or State Law or Regulation.

Shares and deposits in an Individual Retirement Account (IRA) or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

SECURITY: YOU SPECIFICALLY GRANT US A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE

WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSION MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT. IF YOU HAVE OTHER LOANS WITH US, COLLATERAL SECURING SUCH LOANS MAY ALSO SECURE YOUR OBLIGATIONS UNDER THIS AGREEMENT.

PLEDGE OF SHARES: IF YOU HAVE SIGNED A SEPARATE PLEDGE OF SHARES SECURING A MASTERCARD ACCOUNT AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU ARE PLEDGING, UNDER THE UNIFORM COMMERCIAL CODE, SHARES NOW ON DEPOSIT IN YOUR PRIMARY SHARE ACCOUNT. YOU UNDERSTAND THAT YOU MUST, AT ALL TIMES, KEEP A SUM EQUAL TO YOUR CREDIT LIMIT ON DEPOSIT IN YOUR PRIMARY SHARE ACCOUNT UNTIL YOU REPAY THE ENTIRE LOAN AND THE ACCOUNT IS TERMINATED. YOU UNDERSTAND AND AGREE THAT THIS SECURITY INTEREST WILL COVER PURCHASES AND ADVANCES UNDER THIS AGREEMENT AND DISCLOSURE STATEMENT. IF YOU DEFAULT, WE MAY APPLY THESE SHARES TO REPAY YOUR LOAN IN ACCORDANCE WITH STATE OR OTHER LAW. YOU UNDERSTAND THAT THE ANNUAL PERCENTAGE RATE YOU WERE APPROVED TO RECEIVE DOES NOT TAKE INTO ACCOUNT THE AMOUNT PLEDGED IN YOUR PRIMARY SHARE ACCOUNT.

DEFAULT: You will be in default: (1) if you fail to make any payment on time or in the proper amount; (2) if you fail to keep any promises you have made under this or any other Agreement with us; (3) if your credit worthiness is impaired (4) if you die, become insolvent or if you are the subject of bankruptcy or receivership proceedings; (5) if anyone tries, by legal process, to take any of your money maintained with us; (6) if you have given us false or inaccurate information in obtaining your card; or (7) if we reasonably believe that you are unable or willing to repay your obligations to us. In the event of any action by us to enforce this Agreement you agree to pay the costs thereof, including reasonable attorneys' fees, and other expenses. You understand that **FINANCE CHARGES** at the **ANNUAL PERCENTAGE RATE** as permitted under this Agreement will continue to accrue until you repay the entire loan balance.

ACCELERATION AND COLLECTION COSTS: If you are in default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges. If you are in default, without notice to you we may accelerate your debt and demand immediate payment of the unpaid balance, **FINANCE CHARGES**, late charges and collection costs. You understand that you will be subject to **FINANCE CHARGES** (at the applicable Periodic Rate), Late Charges, Annual Fees (if any) and collection costs under the terms disclosed in this Agreement, until you repay the entire loan balance. You also agree to pay our reasonable attorneys' fees, and court costs. If you default on your account you authorize us to transfer the balance of your account to another linked account of yours. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHARGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate

this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from the use of the Card as well as **FINANCE CHARGES** and other related charges. We may change the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. 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.

CHANGE IN TERMS: This Agreement and Federal Disclosure Statement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit purchases or other slips you sign or receive may contain different terms. You understand that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the method of application and the amount of **FINANCE CHARGES**, and the Foothill Rewards program effective as to any unpaid balance outstanding and any subsequent advance, by mailing a notice of this change to you at your last known address or by email if you have agreed to electronic disclosures by signing up for e-statements. You also understand that such notice will be mailed or emailed at least forty-five (45) days prior to the effective date of the change as may be required by Federal or other law. 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 you, or the **FINANCE CHARGES** has been increased because of your delinquency or default.

TRANSACTION SLIPS: Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You must retain the copy of such slips furnished at the time of the transaction in order to verify your periodic statement. We may make a reasonable charge for any photo static copies or slips you request.

ELECTRONIC FUND TRANSFER: In the event use of your Card or the account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of our Electronic Funds Agreement and Disclosure shall govern such transactions to the extent our Electronic Funds Agreement and Disclosure expands or amends this Agreement and Federal Disclosure under applicable law. You may request another copy of the Electronic Funds Agreement and Disclosure by calling us at 626-445-0950 or accessing it on our website.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at Foothill Federal Credit Union Attention: Card Services P.O. BOX 660130 Arcadia CA 91066-0130. Please include your name, address, home telephone number and Account number.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history,

to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties to the extent authorized by applicable law.

ILLEGAL TRANSACTIONS: You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us and MasterCard International, Inc. harmless from and against any lawsuits, other legal actions, or liability that results directly or indirectly from such illegal use.

CURRENCY CONVERSION AND CROSS-BORDER TRANSACTION FEES: If you effect a transaction with your Debit or MasterCard Credit Card in a currency other than U.S. Dollars, MasterCard will convert the charge into a U.S. Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

RETURNS AND ADJUSTMENTS: Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit notification which we will post 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 cash advances, or refund it upon your request.

LOST OR STOLEN CARDS: To report lost or stolen Card(s), the Account Number, PIN or any combination of the three, you will call us at (800) 682-6075

FOOTHILL REWARDS: If you hold a Platinum Rewards MasterCard, you will automatically be enrolled in Foothill Rewards, a point based rewards system offered on purchases only. I understand that Foothill Rewards may be changed or cancelled at anytime without

prior notification. For complete details refer to the Foothill Rewards brochure and program rules. It is available on our website for viewing at www.foothillcu.org or you may request a copy at any time by contacting us at 626-445-0950.

DEBT PAYMENT PROTECTION: You understand that Debt Payment Protection insurance is not required by us to obtain your loan. You acknowledge receiving a copy of a "Credit Insurance Application and Authorization" and have made the choice of the insurance coverage indicated thereon. You understand and agree that Debt Payment Protection insurance premiums will be added to your unpaid balance on the last day of each month and will accrue **FINANCE CHARGES** from the day they are added.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable. We can delay enforcing any of our rights under this Agreement without losing them. You understand that this Agreement is performable in Los Angeles County and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal and state laws of California. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or check or money order or other types of payment marked "payment in full" or use of other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any of our rights under the Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized FFCU representative. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of the same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. You understand that federal law requires that you be and remain a member in good standing with us to be eligible for future advances. You also understand that we may suspend your credit privileges during any period in which you do not maintain your membership with us.

You agree that you will not cause or allow the Card to be used in any manner for any transaction that we believe poses an undue risk or illegality and we may refuse to authorize any such use or transaction. You agree that any illegal use of the Card will be deemed an act of default under this Agreement.

YOU FURTHER AGREE TO WAIVE ANY RIGHT TO TAKE LEGAL ACTION AGAINST FFCU FOR YOUR ILLEGAL USE OF THE CARD AND TO INDEMNIFY AND HOLD FFCU AND MASTERCARD INTERNATIONAL, INC. HARMLESS FROM AND AGAINST ANY

LAWSUIT, OTHER LEGAL ACTION OR LIABILITY THAT RESULTS DIRECTLY OR INDIRECTLY FROM SUCH ILLEGAL USE.

INTEGRATED DOCUMENT(S): The “MasterCard Approval Letter” or “Security Agreement Securing a MasterCard Credit Card” or “Schedule of Fees and Charges” or “Important Disclosure Information-MasterCard” documents which delivered together with this form or thereafter are an integrated part of this Agreement and Federal Disclosure Statement.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

Foothill Federal Credit Union, 30 S. First Ave., Arcadia, CA 91006 issues your credit card under this Agreement. **NOTICE:** See the statement on the following page for information regarding your right to dispute billing errors.

**NOTICE OF YOUR BILLING RIGHTS:
KEEP THIS NOTICE FOR FUTURE USE.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF THERE IS AN ERROR ON YOUR STATEMENT

Notify Us 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, write to us on a separate sheet at Foothill Federal Credit Union Attention: Card Services P.O. BOX 660130 Arcadia CA 91066-0130. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we send 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, provide us with 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 credit card automatically from your savings or checking 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 30 days, unless we have corrected the error by then. Within 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 the parts of 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 any questioned amount. If we didn't 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 it is due. If you fail to pay the amount that we think you owe us, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 business 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 tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement was correct.

Your Rights If You are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of 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.