

VISA® Signature Cash Back Credit Card Agreement

Effective February 1, 2017

1. DEFINITION OF PARTIES: This VISA® Signature Cash Back Credit Card Agreement ("Agreement") covers your VISA® Credit Card ("Card") issued through Provident Credit Union. "Account" means your VISA® Card line of credit account with Provident Credit Union. In this Agreement the words "you," "your," and "yours" include any obligor, joint obligor, guarantor, authorized user, the person whose name is embossed on the Card, or who sign an application for a Card. The words "we," "us," and "our" mean Provident Credit Union. "Credit Union" means Provident Credit Union.

2. AGREEMENT ACCEPTANCE: If you sign an application for any account under this Agreement or sign or use any Card(s) issued or Personal Identification Number (PIN); or allow others to use the account, Card(s) or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions.

We may change the terms of your Account or Agreement, including the APR for future advances, by giving you any advance notice required by law. If you do not want APR changes to apply to your account, you can send us a written request to close the account. If you do that, you must pay off your account, under the old APR. If you keep your Card, the new terms and interest rate will apply to your Account whether or not you use the Card for new transactions.

3. SIGN YOUR CARD: Immediately sign the signature panel on the back of your Card upon receipt.

4. VISA® CREDIT LINE: Maximum Credit Limit. We will provide you with notice of your maximum credit limit on your monthly billing statement, and you agree that we may change your limit at any time. You agree never to use your Card when the use will exceed your maximum credit limit. You also agree that we are not obligated to extend to you credit for an amount that would make your outstanding balance exceed your maximum credit limit, or for any amount if your outstanding balance is already over the maximum credit limit. Any increases in your maximum credit limit you request may require that you make a written application for our approval. You will pay any amounts which exceed your maximum credit limit upon demand. We may reevaluate your financial condition if you request a higher credit limit, or at any other time, and this may include obtaining a current credit bureau report or screening, and/or asking you for current financial information. Based on such a review, we may immediately increase, reduce or even revoke your Account without prior written notice, as allowable under applicable law.

5. MONTHLY STATEMENT: If you have an outstanding debit or credit New Balance of \$1.00 or more, or if there is any FINANCE CHARGE imposed during a billing cycle, we will send you a statement. You agree to pay us for all Purchases, Cash Advances, fees and charges, if any, and FINANCE CHARGES on your Account, all payable in United States dollars. Payment checks must be drawn on a financial institution or other entity domiciled in the United States.

Posting of your payment will be delayed if you present us a check drawn on a non-United States domiciled financial institution or entity. The payment will not be credited to your Account until the funds have been collected in United States dollars. You agree to allow the Credit Union to debit your account for any collection and processing fees associated with handling this payment.

6. USING YOUR CARD: You may use your account for purchases of services and merchandise from participating merchants that honor your Card. You may also use your Card to obtain a cash advance from participating financial institutions. Neither we nor any merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card or any other credit instruments or devices we supply to you.



Make life easy.



7. HOW TO USE THIS ACCOUNT: You can purchase or lease goods and services ("Purchases") from a merchant up to your maximum credit limit by presenting your VISA credit card ("Card") and signing a sales slip for the amount of the Purchase. You may also use your card:

- A) To obtain cash loans ("Cash Advances") up to your maximum credit limit from financial institutions that accept a VISA® credit card;
- B) By making withdrawals with this Card at an automated teller machine;
- C) By granting merchants telephonic authorization to charge products or services to your account;
- D) By using your Card to charge phone calls;
- E) By issuing checks or drafts or the accrual of any charges against your checking account with Provident Credit Union in excess of its balance (if overdraft feature is available). Advances made by automatic transfer of funds directly into your pre-designated checking account(s) may be in multiples of \$100.00 or in the amount of the overdraft depending on which option is available; or,
- F) By making transfers of available funds to another credit union account through the credit union's Touch Tone Teller or Account Manager systems, or through direct contact with a credit union representative.

8. ILLEGAL OR UNLAWFUL TRANSACTIONS: You agree that you will not use the Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that Provident Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold Provident Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

9. SKIP PAYMENT: At our option, we may not require you to make a Minimum Payment during certain designated billing cycles. If you do not make your Minimum Payment as provided in the Agreement, you understand we will continue to apply FINANCE CHARGES to your Account. Beginning with the billing cycle following a skip payment, you agree that all of the provisions of this Agreement shall apply.

10. FINANCE CHARGES: We will impose FINANCE CHARGES as follows:

Purchases

A) A FINANCE CHARGE is imposed on purchases from the date of posting to your Account to the date of repayment (except as referred to in paragraph E below).

For each billing cycle:

B) We multiply the Monthly Periodic Rate times the Average Daily Balance of Purchases. The Average Daily Balance is the sum of the daily unpaid balances of purchases on each day of the billing cycle covered by your current billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding new purchases, unpaid FINANCE CHARGES, fees and other charges, in each case, as of the date posted to your Account.

C) We multiply the Monthly Periodic Rate times the Average Daily Balance of Previous Billing Cycle Purchases. The Average Daily Balance of Previous Billing Cycle Purchases is the sum of the unpaid balances of purchases itemized on your last billing statement on each day of the billing cycle covered by your last billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding new purchases, unpaid FINANCE CHARGES, fees and other charges, in each case, as of the date posted to your Account.

D) We add the amounts determined under (B) and (C) to obtain the FINANCE CHARGE on purchases.

A FINANCE CHARGE is not imposed on:

E) New purchases posted during a billing cycle if: (a) You paid the New Balance shown on the billing statement covering the preceding billing cycle by the Payment Due Date shown on the billing statement or such New Balance was zero and (b) you pay the New Balance shown on the billing statement itemizing the new purchases by the Payment Due Date shown on that billing statement.

F) Old purchases previously posted for a billing cycle during which you pay the New Balance shown on the billing statement covering the preceding billing cycle by the Payment Due Date shown on that billing statement.

Cash Advances

G) A FINANCE CHARGE is imposed on cash advances from the date of transaction to the date of repayment.

For each billing cycle:

H) We multiply the Monthly Periodic Rate times the Average Daily Balance of Cash Advances. The Average Daily Balance is the sum of the daily unpaid balances of cash advances on each day of the billing cycle covered by your current billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding unpaid FINANCE CHARGES, in each case, as of the date posted to your Account and by adding new cash advances as of the date of the transaction.

I) We multiply the Monthly Periodic Rate times the Average Daily Balance of Previous Billing Cycle Cash Advances. The Average Daily Balance of Previous Billing Cycle Cash Advances is the sum of the unpaid balances of cash advances itemized on your last billing statement on each day of the billing cycle covered by your last billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding UNPAID FINANCE CHARGES, in each case, as of the date posted to your Account and by adding new cash advances as of the date of the transaction.

J) We may also charge a one-time FINANCE CHARGE for cash advances up to 3% of the amount of each new cash advances, with a minimum FINANCE CHARGE of \$10.00 for advances at financial institutions, casinos, in and out of network ATMs, wire funds, transfers to non-Provident accounts, overdrafts to your Credit Union checking account or Western Union transfers.

K) We add the amounts determined under (H),(I) and (J) to obtain the FINANCE CHARGE on Cash Advances.

L) All forms of cash advances, including the use of overdrafts to your Credit Union checking account, regardless of the purpose for which used, shall be subject to the FINANCE CHARGES as set forth above.

M) Rate will be determined by adding the margin to the index used. Margin is set to 7.74-12.74%.

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. In the event that the Index ceases to be published, changes in your ANNUAL PERCENTAGE RATE will be related to a comparable Index. 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 and will be based on the Index as of the last day of January. 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 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 Credit Purchases and Cash Advances.

The initial periodic rate used in calculating your Monthly Periodic FINANCE CHARGE is set forth in the "Rate and Fee Table" you received under separate cover and which is made part of this Agreement. 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. We add 7.74% to the Prime Rate to determine the current lowest Daily Periodic Rate used in calculating the FINANCE CHARGE is 0.02120%, which currently corresponds to an ANNUAL PERCENTAGE RATE of 10.99%. We add 14.75% to the Prime Rate to determine the highest Daily Periodic Rate used in calculating the FINANCE CHARGE is 0.04932%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.00%.

Penalty Pricing: Interest Rate Adjustment Event. An Interest Rate Adjustment Event will occur whenever your Account is two Minimum Payments Past Due. We will change your interest rate to a rate of 18.00% ANNUAL PERCENTAGE RATE which is a Monthly Periodic Rate of 1.50% on the first day of the billing cycle following the cycle that was two Minimum Payments Past Due. The Maximum PENALTY ANNUAL PERCENTAGE RATE is 18.00%. Then after you make 6 consecutive minimum payments to your account, we will change the interest rate to your original rate (the ANNUAL PERCENTAGE RATE that was applicable to your account at the time it was opened and any subsequent modification to this rate). The Monthly Periodic Rate and ANNUAL PERCENTAGE RATE change to the original rate will become effective the first day of the billing cycle following the 6th consecutive billing cycle.

An increase in the ANNUAL PERCENTAGE RATE will have the effect of decreasing the portion of any payment applied to reduction of the principal account balance and may, therefore, increase the number of minimum payments necessary to pay off the Account.

11. CHECKING ACCOUNT OVERDRAFT COVERAGE: Your Card may also provide Overdraft Coverage on your Provident Credit Union checking account. If you authorize us to link your Card Account to your checking account for overdraft coverage and the balance in your checking account is not sufficient to pay the transaction amount, we may treat the transaction as a request to access your VISA Credit Line. These transfers will be treated as cash advances. If sufficient credit is not available on your Card Account to cover the amount of the check or other item, we will be unable to initiate a cash advance loan advance under this Agreement for purposes of checking account overdraft coverage.

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

12. LIABILITY FOR OVERDRAFTS CAUSED BY ANY CHECKING ACCOUNT SIGNER: You understand that if advances are made against your Card account to cover overdrafts to your checking account created by other persons with the right to access said checking account, you will be fully liable for such advances nonetheless.

13. PAYMENTS: We will apply your payments first to any billed fees, then to late charges, then to the FINANCE CHARGE on both purchases and cash advances, then to the principal balances of purchases in the order they were posted to your account, and then to the principal balance of cash advances. If two or more purchases were posted on the same day, your payment will be applied to the smallest first.

14. PERIODIC STATEMENTS and NOTICES: If, at the end of any monthly periodic interval which we may determine (the "Billing Cycle"), you have an outstanding undisputed debit or credit balance in your account, or if there is an Interest Charge imposed with respect to your account, we will send you a periodic statement for that Billing Cycle. Statements and Notices will be mailed to you at the most recent address you have given the Credit Union. Statements and Notices sent to any one of you will be considered notice to all.

15. ACCOUNT STATEMENT: Unless you notify us of a billing error as described below, you accept your periodic statements as accurate statements of your Account with us.

16. USE OF THE ACCOUNT BY OTHERS: If you permit another person to use your account, you agree to pay for (1) any transactions made by that person and (2) charges imposed on those transactions, even if the amount of the actual use exceeds your permission to the extent allowed by applicable law.

17. LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for any unauthorized use that occurs after you notify the Credit Union orally, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00. You may report a lost or stolen Card by calling 1-(866) 820-4879.

18. LOST AND STOLEN CARDS: If you report your Card lost or stolen as provided

in paragraph 17, then recover or find your Card and fail to notify us immediately of the recovery at 1-(866) 820-4879, you agree to pay us the amount of any reward previously paid by us to a retail merchant to recover the Card you reported as lost or stolen.

19. OTHER PROVISIONS: Each of you who signed the Application and/or requested the Account or use the Account is individually and jointly obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the State of California and all extensions of credit are being made from the State of California. You agree that this Agreement shall be governed by and interpreted under California and Federal Law. If any part of this Agreement is not valid, all other parts will remain enforceable.

20. YOU PROMISE TO PAY: You promise to pay us in United States dollars, by cash, check or money order as provided by this Agreement, all such amounts, plus FINANCE CHARGES, which arise from such use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit for the use. Your obligation to pay the amount owed on your Account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the Account balance.

21. MINIMUM PAYMENT REQUIRED: Minimum Monthly Payment. We will mail you a statement every month if your account has a balance. You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2.5% of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. A credit posting from a merchant or reversal of fees do not constitute a minimum payment. Subject to applicable law, the minimum monthly payment may be allocated at the Credit Union's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum monthly payment will be allocated to higher rate balances, as applicable.

22. AUTOMATIC PAYMENT OPTION: If you have requested this optional service, we will automatically transfer the amount of the payment requested from your designated Credit Union account. The payment option can be designated by you as one of the following: (1) Full Payment; (2) Minimum Periodic Payment; or, (3) a specified dollar amount. If the amount you have designated for payment is greater than the amount of available funds being on deposit on the day of the transfer the transfer has been made, the transfer will be reversed. If you make additional payments during the billing cycle, the automatic transfer may still take place on the statement closing date. We may cancel this service if the transfers are not honored because of insufficient and/or unavailable funds in your deposit account and we will notify you of this action. You may cancel this service at any time, however you understand that one more transfer(s) may occur if you do not provide sufficient notice for the Credit Union to input the change.

23. IRREGULAR PAYMENTS: We can accept late payments or partial payments, or checks and money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved.

24. DEFAULT: Events of Default. You will be in default under the Account and Agreement if any of the following events shall occur. (a) If YOU fail to comply with the minimum payment or any other terms or conditions of this Agreement or on any other obligation YOU have or will have with the Credit Union; (b) if YOU try to exceed your credit limit without our permission; (c) if YOU have made any false or misleading statements on any credit application submitted to us; (d) if YOU should die or become insolvent; (e) if a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code, by any authorized signer on the Account, whether or not we have been listed as a creditor; (f) if a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against you or any of your property, assets or income; or, (g) if we should consider any debts due under this Agreement unsafe or not completely secure or if we should believe, in good faith, that the chances of your paying or performing all of your obligations under this Agreement have been impaired.

If default occurs under this Agreement, we may, at our option, without notice to you, terminate this Agreement, revoke your right to use the Card, and demand that you will pay us immediately all sums which you owe us. Interest will continue to accrue at the contract rate after default.

You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe.

25. ATTORNEYS FEES AND COSTS: If you default on any part of this Agreement, you agree to pay us all costs to collect your account, including court costs and reasonable attorneys' fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post-judgment collection services, if applicable.

26. PROMOTIONAL RATES: From time to time, we may offer promotional Periodic Rates and ANNUAL PERCENTAGE RATES lower than the Periodic Rate and ANNUAL PERCENTAGE RATES ("Promotional Rates") stated in this Agreement. The terms of any promotional rates will be disclosed to you at the time of the promotion in a separate addendum which will become part of this Agreement. At the end of the promotional period, the Periodic Rate and ANNUAL PERCENTAGE RATE for your account will be the same terms as set forth in this Agreement.

27. OTHER FEES AND CHARGES:

(a) **Late Payment Charge:** If your Minimum Payment is not paid within 15 days after the Payment Due Date, you will be subject to the lesser of \$15.00 charge or the maximum late charge allowed by applicable law.

(b) **Returned Check Charge:** A \$25.00 charge will be made when a check submitted by you for payment on an account is returned to us, regardless of the reason.

(c) **Automatic Payment Reversal Fee:** If you have elected to have the payment(s) on your Account automatically deducted from another Credit Union account and you fail to maintain sufficient funds in that account causing your payment to be reversed, your Account will be charged up to \$25.

(d) **Fee for Documents:** If you request a copy of a charge slip or other document not in connection with a billing error, we may charge your Account the cost of \$25.00 per sale draft plus \$6.00 processing fee.

(e) **Replacement or Additional Card Fee:** If you request an additional card to replace the card initially issued to you, for any reason other than the card not being received by you or a defect in its manufacture, or if you request a card for an additional user on my account, your Account will be charged a fee of \$10.

(f) **Annual Membership Fee:** None

(g) **ATM Fees:** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.

(h) **Balance Transfer Fees:** You will be charged a fee of either \$10.00 or 2% of the amount of each balance transfer transaction, whichever is greater.

(i) **Other Fees and Charges:** Visit providentcu.org for the latest Service Charge Schedule.

28. TERMINATION: Subject to applicable law, we may terminate or suspend your credit privileges under this Agreement, at any time, in our sole discretion without demand or notice. If we are required by law to give you a reason for adverse action for credit denied, we will do so. You must notify us in writing if you decide to terminate the Agreement. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of the Agreement and your liability hereunder shall otherwise remain in full force and effect until all cards or credit instruments or devices issued to you have been canceled and/or returned to us and you have paid us all sums due us.

29. NON-REISSUANCE: For security purposes, Provident Credit Union VISA Cards are reissued every three years. If at the time of reissue your VISA Credit Card Account has been inactive for at least 12 months, we reserve the right to not reissue you a new Card and may close your VISA account.

30. TRANSFER OF ACCOUNT: You cannot transfer your account to any other person.

31. Use of Card and Account by Others: If you so request, we may issue cards not only to you, but also to others who will only be authorized users of the Account. Such additional cards may be imprinted either with your name or with the names of the authorized user(s). You agree that if you permit another person to use your Account (whether or not you have told the Credit Union that such person will be using your Account), with or without the Card, PIN, that you will pay for any Purchases or Cash Advances made by such person(s) on your Account and any finance or other charges imposed on those Purchases and Cash Advances, even if the amount exceeds your permission. If you have authorized someone to use your Account and you want to terminate that person's access, you agree that you must notify us in writing; if possible, enclosing the Card(s) used by that person, cut in

two. Once you have notified us that this individual is no longer authorized and we have had a reasonable amount of time to act on such notice, even if the card is not recovered, your liability ceases for future charges made to the Account. You may request us to cancel all cards and establish a new Account for you. If you request us to terminate the use of your PIN by another person, we will cancel your PIN and issue a new PIN.

32. ACCELERATION: If you are in default as provided above, or if we in good faith reasonably believe that the prospect of payment or performance is impaired, amounts you owe us shall, at our option and without notice, become immediately due and payable.

33. DELAY IN ENFORCEMENT: We can delay enforcing any right under this Agreement without losing that right or any other right.

34. AMENDMENT: We reserve the right to amend the terms of this Agreement at anytime as permitted by and subject to any limitations and notice requirements of applicable law.

35. SEVERABILITY: If any provision of this Agreement is held invalid all provisions that are severable from the invalid provision remain in effect.

36. OWNERSHIP OF CARDS: Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card. The Card may be repossessed at any time at our sole discretion without any demand or notice.

37. PIN SECURITY: You agree not to disclose or otherwise make your Card or Personal Identification Number ("PIN") available to anyone without prior written consent. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your account. For security reasons, please do not write your PIN on your Card or keep it in the same location as your Card.

38. CURRENCY CONVERSION/FOREIGN TRANSACTION FEE: Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by VISA® for the processing cycle in which the transaction is processed. The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate and we will not be responsible for any change in conversion rates. The currency conversion rate in effect on the processing date may differ for the rate in effect on the transaction date or on the posting date. Provident Credit Union does not charge a fee for currency conversion/foreign transaction.

39. CREDIT REPORTS: You authorize us to make or have made any credit, employment and /or investigative inquiry we deem appropriate for the extension of credit or collection of amounts owing on the account. You authorize us to furnish information concerning your account to consumer reporting agencies and others who appear to have a business need for that information. Pursuant to state law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

40. CHANGE OF ADDRESS: You will advise us promptly if you change your mailing address. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

Written notices and inquiries from you to us must be sent to:
Provident Credit Union, P.O. Box 8007, Redwood City, CA 94063-0903

41. GOVERNING LAW: This Agreement will not take effect until it is approved by the Credit Union in the State of California. All payments shall be made to the Credit Union at the Credit Union's offices. This Agreement shall be governed by the laws of the State of California without regard to any conflict of law rules..

42. PHONE CALLS: In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

What To Do If You find A Mistake On Your Statement

If you think there is an error on your statement, you should write to us at:
Provident Credit Union P.O. Box 8007, Redwood City, CA 94063-0903
Or you may also contact us on the Web at providentcu.org

In your letter, you will give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us

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

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

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of the balance.
 - We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to the amount.

If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are still questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you have a problem with the quality of property or services that you 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 property or services.

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

1. 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 price must have been more than \$50.00. (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, you must contact us in writing at:

Provident Credit Union, P.O. Box 8007, Redwood City, CA 94063-0903

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.