

use my Account (whether or not I have told the Credit Union that such person will be using my Account), with or without the Card, PIN, that I will pay for any Purchases or Advances made by such person(s) on my Account and any finance or other charges imposed on those Purchases and Advances, even if the amount exceeds my permission.

If I have authorized someone to use my Account and I want to terminate that person's access, I agree that I must notify you in writing; if possible, enclosing the Card(s) used by that person, cut in two. Once I have notified you that this individual is no longer authorized, even if the card is not recovered, my liability ceases for future charges made to the Account. I may request you to cancel all cards and establish a new Account for me. If I request you to terminate the use of my PIN by another person, you will cancel my PIN and issue a new PIN.

**P. Transfer of Account.** I cannot transfer or assign my Account to any other person or Trust.

**Q. Change of Address.** I will advise you promptly if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.

**R. Irregular Payments.** You may accept late payments or partial payments, or checks, drafts or money orders marked "Payment in Full" without losing any of your rights under this Agreement.

**S Security.** Other than for a Share Secured Account, no security interest is taken in my property to secure payment. However, collateral securing other loans with you may also secure this loan, except for my principal dwelling and household goods.

**T. Amendments.** You may change any part of this Agreement at any time, as long as, when applicable, you give me advance written notice as required by law. Any change in terms will apply to my outstanding balance existing as of the effective change date as well as to all charges made after that date.

**U. Cancellation.** I can cancel my Account at any time by returning to you my Card, along with a letter requesting that you cancel my Account. You may cancel this Agreement at any time. However, my obligation under this Agreement and any charges made under it prior to cancellation will continue to apply until I have paid you all the money I owe on the Account.

**V. Skip Payment.** At your option, you may not require me to make a Minimum Payment during certain designated billing cycles. If I do not make my Minimum Payment as provided in the Agreement, I understand you will continue to apply Finance Charges to my Account. Beginning with the billing cycle following a skip payment, I agree that all of the

provisions of this Agreement shall apply.

**W. Automatic Payment Option.** If I have requested this optional service, you will automatically transfer the amount of the payment requested from my designated Credit Union account. The payment option can be designated by me as one of the following: (1) Full Payment; (2) Minimum Periodic Payment; or, (3) a specified dollar amount. If the amount I 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 I make additional payments during the billing cycle, the automatic transfer may still take place on the statement closing date. You may cancel this service if the transfers are not honored because of insufficient and/or unavailable funds in my deposit account and you will notify me of this action. I may cancel this service at any time, however I understand that one more transfer(s) may occur if I do not provide sufficient notice for the Credit Union to input the change.

**X. Liability for Unauthorized Use.** I may be liable for the unauthorized use of my Card. I will not be liable for any unauthorized use that occurs after I notify Payment Systems for Credit Unions orally, of the loss, theft or possible unauthorized use. In any case, my liability will not exceed \$50.00. I may report a lost or stolen Card by calling 1-(800) 449-7728.

**Y. Illegal Transactions.** I understand that I am not permitted to use my Account for any illegal transaction, such as unlawful gambling. The legality of any transaction will not affect my liability for the balances I have incurred on my account.

**Z Lost and Stolen Cards.** If I report my Card lost or stolen as provided in paragraph Z, then recover or find my Card and fail to notify you immediately of the recovery at 1-800 449-7728, I agree to pay you the amount of any reward previously paid by you to a retail merchant to recover the Card I reported as lost or stolen.

**AA.Other Provisions.** Each of us 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. I 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.

#### My Billing Rights - Keep This Notice for Future Use

This notice contains important information 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 should write to you at:

**Provident Credit Union  
P.O. Box 8007  
Redwood City, CA 94063-0907**

Or I may also contact you on the web: [providentcu.org](http://providentcu.org)

In my letter, I will 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, 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 [or electronically]. 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 the balance.
- You can apply any unpaid amount against my credit limit. After you finish your investigation, one of two things will happen:

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

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 still questioning your 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 have a problem with the quality of property or services that I 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 property or services.

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

1. I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address; and, the purchase price must have been more than \$50.00. (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 yet 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:

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

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.

## VISA Variable Credit Card Agreement, Overdraft Protection Agreement, and Truth In Lending Disclosure Statement

This is your Cardholder Agreement with Provident Credit Union which outlines the terms to which you agree by requesting, receiving, signing, using or authorizing another to sign and use, any Credit Card, PIN, Credit Account, or other credit devices issued to you here under. This Agreement covers your Provident, College and Share Secured VISA credit cards. Please read this agreement and keep it for your records.

In this Agreement, the word "Account" means the Credit Card Account opened pursuant to this Agreement, including use of your Card or PIN. "Card" means one or more cards and "PIN" means Personal Identification Number issued with respect to the Account. The words "I," "me," "my" which also mean "we," "us" and "our," if more than one person, mean the person or persons who use or authorize the use of the VISA credit card or sign an application for a VISA credit card. The words "you," "your," and "yours" mean Provident Credit Union or its authorized agents.

**A. How to Use this Account.** I can purchase or lease goods and services ("Purchases") from a merchant up to my maximum credit limit by presenting my VISA credit card ("Card") and signing a sales slip for the amount of the Purchase. I may also use my card:

1. To obtain cash loans ("Cash Advances") up to my maximum credit limit from financial institutions that accept a VISA credit card;
2. By making withdrawals with this Card at an automated teller machine;
3. By granting merchants telephonic authorization to charge products or services to my account;
4. By using my Card to charge phone calls; or,
5. By issuing checks or drafts or the accrual of any charges against my 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 my 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.

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6. 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.

**B. Maximum Credit Limit.** You will provide me with notice of my maximum credit limit on my monthly billing statement, and I agree you may change my limit at any time. I agree never to use my Card when the use will exceed my maximum credit limit. I also agree that you are not obligated to extend to me credit for an amount that would make my outstanding balance exceed my maximum credit limit, or for any amount if my outstanding balance is already over the maximum credit limit. Any increases in my maximum credit limit I request may require that I make a written application for your approval. I will pay any amounts which exceed my maximum credit limit upon demand. You may re-evaluate my financial condition if I 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 me for current financial information. Based on such a review, you may immediately increase, reduce or even revoke my Account without prior written notice.

**C. Monthly Statement.** If I 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, you will send me a statement. I agree to pay you for all Purchases, Cash Advances, fees and charges, if any, and Finance Charges on my 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 my payment will be delayed if I present you a check drawn on a non United States domiciled financial institution or entity. The payment will not be credited to my Account until the funds have been collected in United States dollars. I agree to allow the Credit Union to debit my account for any collection and processing fees associated with handling this payment.

**D. Finance Charges.** You will impose Finance Charges as follows:  
**Purchases**

1. A Finance Charge is imposed on purchases from the date of posting to my Account to the date of repayment.

2. For each billing cycle:

a) You 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 my 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 my Account.

b) You 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 my last billing statement on each day of the billing cycle covered by my 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 my Account.

c) You add the amounts determined under (a) and (b) to obtain the Finance Charge on purchases.

3. A Finance Charge is not imposed on:

a) New purchases posted during a billing cycle if: (a) I 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) I pay the New Balance shown on the billing statement itemizing the new purchases by the Payment Due Date shown on that billing statement.

b) Old purchases previously posted for a billing cycle during which I 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**

1. A Finance Charge is imposed on cash advances as from the date of transaction to the date of repayment.

2. For each billing cycle:

a) You 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 my 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 my Account and by adding new cash advances as of the date of the transaction.

b) You 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 my last billing statement on each day of the billing cycle covered by my 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 my Account and by adding new cash advances as of the date of the transaction.

c) You may also charge a one-time Finance Charge for cash advances equal to 3% of the amount of each new cash advances, with a minimum Finance Charge of \$10.00 for advances at financial institutions, casinos, ATMs, wire funds, transfers to other credit union accounts, over drafts to your Credit Union check account or Western Union transfers.

d) You add the amounts determined under a), b) and c) to obtain the Finance Charge on Cash Advances.

3. All forms of cash advances, including the use of over drafts to your Credit Union checking account, regardless of the purpose for which used, shall be subject to the Finance Charges as set forth above.

**E. Monthly Periodic Finance Charge, Monthly Periodic Rate, Annual Percentage Rate (APR), and Penalty Annual Percentage Rate.**

Index Initial APR	APR Margin	Index (Prime Prime Rate)	Initial Periodic Rate
9.65%-18.00%	6.40%-14.75%	Per WSJ*	(APR is determined by Margin + Prime Rate)

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 my Annual Percentage Rate will be related to a comparable Index. You may waive an increase in my Annual Percentage Rate when such an increase can be made, but such 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 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, my 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 my Annual Percentage Rate in accordance with the terms of this Agreement are mandatory. Increases in

my Annual Percentage Rate can be made at your 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 my Monthly Periodic Finance Charge is set forth in the "Rate and Fee Table" I 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 my 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 6.4% to the Prime rate to determine the current lowest Daily Periodic Rate used in calculating the Finance Charge is 0.02644%, which currently corresponds to an Annual Percentage Rate of 9.65%. We add 14.75% to the Prime 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 my Account is two Minimum Payments Past Due. You will change my 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 I make 6 consecutive minimum payments to my account, you will change the interest rate to my original rate (the Annual Percentage Rate that was applicable to my 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.

**F. Promotional Programs.** From time to time you may offer special programs based upon the use of my account. Any such program may offer me an opportunity to receive a lower Annual Percentage Rate on all or a portion of my balance. I understand that payments will be applied first to the portion of my balance with the lowest Annual Percentage Rate however, if I make a payment in excess of the minimum payment due in

any cycle, the amount of the payment that exceeds the minimum payment will be applied to the highest Annual Percentage Rate on the account.

**G. Periodic Billing Statements.** If I have a balance on my Account at the end of a billing cycle, you will furnish a periodic billing statement (normally monthly) itemizing my purchases, advances and where applicable previous payments.

**H. Minimum Payment.** I agree to pay each statement by remitting to you (within 25 days from the date of the billing statement's closing date) the required minimum payment due, which will be the greater of 2.5% of the outstanding balance on my Account or \$25.00. I have the option of making larger payments on the Account at any time without penalty.

**I. Fees and Charges.**

1. Late Payment Fee: My Minimum Payment Due will be past due if it is not received by you on or before the Payment Due Date shown on each monthly statement. A fee will be charged to my Account, if at least the Minimum Payment Due, including unpaid payments, is not received by you within 15 days after the Payment Due Date.

2. Returned Payment Check Fee: If I make a payment by check and the check is returned unpaid for any reason, my Account will be charged \$25 for each returned check.

3. Automatic Payment Reversal Fee: If I have elected to have the payment(s) on my Account automatically deducted from another credit union account and I fail to maintain sufficient funds in this account causing my payment to be reversed, my Account will be charged up to \$25.

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

5. Replacement or Additional Card Fee: If I request an additional card to replace the card initially issued to me, for any reason other than the card not being received by me or a defect in its manufacture, or if I request a card for an additional user on my account, you may charge my Account up to \$10.00 per card.

**J. Charges Made in Foreign Currency.** If I incur a charge in a foreign currency, the charge will be converted by VISA International into a United States Dollar amount. VISA International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently those regulations provide that the currency conversion rate to be used is either a wholesale market rate or a government mandated rate in effect one day prior to the processing date. 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. I will be

charged a Foreign Transaction Fee equal to 3% of the transaction amount in U.S. currency.

**K. Application of Payments.** In accordance with applicable law, you will choose the order in which any payment will be applied to my account balances at the time the payment is made. I agree to make all payments on my account in United States Dollars. If the payments and credits received by you within 25 days from the billing date total less than the New Balance, or if a portion of the New Balance includes cash or loan advances, the next periodic statement will include a finance charge which I agree to pay.

**L. Events of Default.** I will be in default under the Account and Agreement if any of the following events shall occur: (a) If I fail to comply with the minimum payment or any other terms or conditions of this Agreement or on any other obligation I have or will have with you; (b) if I try to exceed my credit limit without your permission; (c) if I have made any false or misleading statements on any credit application submitted to you; (d) if I 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 you 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 me or any of my property, assets or income; or, (g) if you should consider that any debts due under this Agreement unsafe or not completely secure or if you should believe, in good faith, that the chances of my paying or performing all of my obligations under this Agreement have been impaired.

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

**M. Collection Costs.** I agree that if you assign my Account to an independent collection agency, or file a lawsuit to collect amounts I owe you, that I will pay all costs, disbursements and reasonable attorneys' fees incurred by you in legal proceedings to collect or enforce my indebtedness in the event of delinquency by me or in the event of a breach of any obligation by me, whether or not a lawsuit is filed.

**N. Ownership of Card.** Any Card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation of my Account.

**O. Use of Card and Account by Others.** If I so request, you may issue cards not only to me, but also to others who will only be authorized users of the Account. Such additional cards may be imprinted either with my name or with the names of the authorized user(s). I agree that if I permit another person to