

<b>INTEREST RATE AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.24%-23.24%</b> , based on your creditworthiness at time of application. After account approval, this APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>13.24%-23.24%</b> , based on your creditworthiness at time of application. After account approval, this APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>13.24%-23.24%</b> , based on your creditworthiness at time of application. After account approval, this APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after close of each billing cycle. We will not charge you interest on purchases if you pay entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged periodic interest the charge will be no less than \$0.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>FEES</b>	
<b>Annual Fees</b>	<b>NONE</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li><b>Balance Transfer</b></li> <li><b>Cash Advance</b></li> <li><b>Foreign Fees</b></li> </ul>	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater. Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater. Up to <b>1%</b> of each transaction, regardless of the currency, with the fee charged in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li><b>Late Payment</b></li> <li><b>Over the Limit Fee</b></li> <li><b>Returned Payment</b></li> </ul>	<b>Up to \$10</b> <b>NONE</b> <b>Up to \$20</b>
<b>Other Fees</b> <ul style="list-style-type: none"> <li><b>Expedited Phone Payment</b></li> <li><b>Rush Card Fee</b></li> <li><b>Reissue Fee</b></li> </ul>	<b>\$10</b> <b>\$40</b> <b>NONE</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)".

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

The information about the costs of the card described in this application is accurate as of the date below. This information may have changed after that date. To find out what may have changed, write to us at:

Valley First Credit Union  
 PO Box 1411  
 Modesto, CA 95353  
 Rate updates as of 01/03/2023

The ANNUAL PERCENTAGE RATE ("APR") is a variable rate. The APR shall be based on the highest Prime Rate listed in the Monthly Rate section of the Wall Street Journal on the 1st day of each month (or if the 1st is a Saturday, Sunday, or holiday, the next business day) and adding 5.74%-15.74% to that rate based on your credit worthiness at time of application, not to exceed 24%. Any change in the APR will go into effect on the first day of your new billing cycle that follows the effective date, as herein defined, of the Wall Street Journal published Prime Rate change and may result in an increase or decrease in the INTEREST CHARGE imposed on your account.

# VALLEY FIRST CREDIT UNION CARDHOLDER AGREEMENT



The following terms and conditions govern the use of your **Personal Points Card Account** ("Account") and any Card or other Access Device ("Access Device") issued by Valley First Credit Union ("Issuer", "we", "our", or "us") to you ("Member", "you", or "your").

1. **RESPONSIBILITY.** By Signing or permitting others to sign the Card or credit application, or by using or permitting others to use the Access Device or Account number, Member named therein accepts these terms and conditions and assumes responsibility for all credit extended through use of the Account, except that Member's liability for unauthorized use will be limited as hereinafter provided. Any Access Devices remains the property of the issuer and shall be surrendered upon Issuer's request. The Account and its privileges are not transferable by Member and may be cancelled or revoked or the Credit Limit may be reduced or frozen by Issuer at any time for any reason without notice subject to any legal provisions or requirements under applicable law. Issuer has no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through the use of the Account, other than Billing Rights. Transaction restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through the Account. Additional information can be obtained at 1-888-232-9922.

2. **SECURITY.** If Issuer already holds any security interest created in any previous transaction for any property that secures other or further indebtedness of Member to Issuer, such security interest will secure payment of the Account balance. Notwithstanding contrary provisions of any obligation of Member to Issuer, Issuer waives any security interest which it has or may have in any property that is or becomes the principal dwelling of the Member or any other person as security for payment of the Account balance. By entering into this Agreement, Member pledges all Member's shares and deposits in Credit Union, including future additions, to Credit Union and grants Credit Union a security interest in all Member's share, share draft and share certificate accounts. In case of default, Credit Union may apply these shares and deposits to the payment of all sums due at the time of default including any costs of collection and attorney's fees. Further, in the event of any default on any of Member's other debts with Credit Union, Member authorizes Credit Union to apply without further notice, any and all such shares, deposits, payments on shares and earnings on shares and deposits, and deposit accounts, towards payments due, finance charges, costs, expenses and attorneys' fees incurred by the Credit Union thereunder as a result of Member's default and/or to recover possession of collateral pledged and now owned or hereafter acquired by Member and to sell, dispose of said collateral as set forth within this Agreement. Member agrees that should a required payment be missed, then the Credit Union, at its sole and absolute option, may withdraw from any accounts standing in the name of Member a sum sufficient to pay said amount due.

3. **ARBITRATION AND WAIVER OF CLASS ACTION.** READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS SET FORTH BELOW.

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide, or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "claims"). If that cannot be done, then you agree that any and all claims that are threatened, made, filed or initiated after the effective date (defined below) of this Arbitration and Waiver of Class Action provision ("arbitration agreement"), even if the claims arise out of, affect or relate to conduct that occurred prior to the effective date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("rules"), whether such claims are in contract, tort, statute, or otherwise. The rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or a copy of the rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular claim through arbitration, even if one of us has already initiated litigation in court related to the claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the claims at issue. This arbitration agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

- A. **Selection of Arbitrator.** The claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the rules and must have experience in the types of financial transactions at issue in the claims. In the event of a conflict between the rules and this arbitration agreement, this arbitration agreement shall supersede the conflicting rules only to the extent of the inconsistency. If AAA is unavailable to resolve the claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the claims.
- B. **Effective Date.** This arbitration agreement is effective upon the 61<sup>st</sup> day after we provide it to you ("effective date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- C. **Claims Arising Prior to Effective Date. THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a claim is filed or initiated prior to the effective date, this arbitration agreement will not apply to such claim.
- D. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-

privileged information to the fullest extent permitted under the rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost. Any determination as to whether this arbitration agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a claim is subject to arbitration; provided, however, the enforceability of the class action waiver set forth below shall be determined by the Court.

- E. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- F. **Severability.** In the event that the class action waiver in this arbitration agreement is found to be unenforceable for any reason, the remainder of this arbitration agreement shall also be unenforceable. If any provision in this arbitration agreement, other than the class action waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
- G. **Survival.** This arbitration agreement will survive termination of the Cardholder Agreement, card account, and/or relationship with the Credit Union.
- H. **Right to Opt-Out.** You have the right to opt-out of this arbitration agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Valley First Credit Union, ATTN: Credit Card, PO Box 1411, Modesto, CA 95353 within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day period, you will be deemed to have consented to the resolution of your claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Cardholder Agreement or your relationship with the Credit Union.
- I. **Inapplicable to Certain Loans.** This arbitration agreement will not apply to any claims to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act. For more details or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), or call AAA at (800) 778-7879.
4. **UNAUTHORIZED USE, LOSS, OR THEFT.** You must notify the Issuer of loss, theft, or unauthorized use of your Account by calling toll-free telephone number 1-888-232-9922. After your notice of unauthorized use to us, your liability for unauthorized charges incurred both before and after such notice will not exceed \$50. Issuer may, to the extent allowed under applicable law, increase the limit of the Member's liability for unauthorized transactions only if the Issuer determines that the Member was grossly negligent or fraudulent in the handling of the Account or Card.
5. **CREDIT LIMIT.** Member may use the Account to obtain credit for Purchases from authorized sellers, Cash Advances, and Balance Transfers from any Bank Card lender. Purchases, Cash Advances, and Balance Transfers shall also include charges approved by Issuer for Member by means of other device, check or program for credit transactions, including any INTEREST CHARGES that result in a charge to the Account. Member agrees not to incur charges to the Account which exceed the maximum credit authorized by the Issuer. In the event the Member incurs charges in amounts exceeding such maximum authorized credit, the Member shall pay immediately the amount by which the Total New Balance exceeds such maximum authorized credit.
6. **ACCOUNT USE.** You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You may also have to pay us for any damages and/or expenses resulting from that use. In addition, we may close your Account.
7. **UNLAWFUL TRANSACTIONS.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your account.
8. **PAYMENTS.** Member agrees to pay, in accordance with billings, indebtedness incurred for Purchases, Cash Advances, Balance Transfers, any applicable INTEREST CHARGE, the Annual Fee, any Late Payment Fee, and any other fees imposed from time to time pursuant to these terms and conditions, and in the event of Member's breach or default in the performance of these terms and conditions, all additional costs and expenses incurred by Issuer resulting therefrom including reasonable attorney fees. All payments by Member shall be made in U.S. dollars. Issuer may place a reasonable hold on the crediting of check payments.
9. **MOBILE PHONES OR OTHER DEVICES.** Smart phones, tablets, and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, nor are we responsible for any consequences resulting from any violation.
10. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.** Issuer will send to Member a statement for each billing cycle in which the Total New Balance (debit or credit) for Purchases, Cash Advances, and Balance Transfers, exceeds \$1.00 on the last day of the billing cycle or in which an INTEREST CHARGE has been imposed. Member must pay at least the minimum payment due disclosed on the statement which will be 3% of the Total New Balance disclosed on the statement, or \$25.00 whichever is greater (or the portion of \$25.00 that is necessary to pay the Total New Balance in full) plus all indebtedness which exceeds the Credit Limit and all amounts listed as "Past Due" on the Account. The minimum payment will be rounded up to the nearest whole dollar amount. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Member's obligation to pay succeeding monthly payments on a monthly basis so long as any amount is due and owing on the Account. INTEREST CHARGES on the Purchases New Balance disclosed on any monthly statement may be avoided by payment of either the Total New Balance or Purchases New Balance in full on or before the Payment Due Date as disclosed on the monthly statement each and every month. If not so paid, INTEREST CHARGES will be incurred on the principal portion of the Purchases New Balance as of the Statement Closing Date as disclosed on the monthly statement, and INTEREST CHARGES will be incurred on the New Purchases posted to the Account during the next billing cycle as of the date of posting of each. INTEREST CHARGES are incurred on Cash Advances from the date the money is advanced until payment in full is received.
11. **SCHEDULE OF FEES.**
- (a) **Annual Fee.** NONE
  - (b) **Cash Advance Fee.** A cash advance fee (greater of \$10.00 or 5% of the total dollar amount transferred) will be applied to your Account when the requested transfer is processed. An INTEREST CHARGE will be computed on the amount of each Cash Advance as of the date of the transaction. The INTEREST CHARGE will be no less than \$0.50.
  - (c) **International Transaction Fee.** 1%, regardless of currency. See Section 21 for further information.
  - (d) **Balance Transfer Limit and Fee.** A balance transfer fee (greater of \$5.00 or 3% of the total dollar amount transferred) will be applied to your Account when the requested transfer is

processed. The Fee, and the transfer transaction, will appear on your monthly Account Statement. Fees may increase your Minimum Amount Due on your next monthly statement. Each transfer will reduce your available credit just like any other transaction. See Section 13 for further information.

- (e) **Late Payment Fee.** If a payment of at least the amount of the minimum required payment disclosed on the periodic statement is not received by the Payment Due Date, a penalty fee up to \$10.00 will be imposed.
- (f) **Over the Limit Fee.** NONE
- (g) **Returned Payment Fee.** If any check or other instrument given for payment of the Account is dishonored for any reason, a penalty fee up to \$20.00 will be imposed.
- (h) **Expedited Phone Payment.** An Expedited Phone Payment Fee of \$10.00 will be imposed if the payment involves an expedited service by a service representative.
- (i) **Rush Card Fee.** \$40.00
- (j) **Reissue Fee.** NONE

12. **INTEREST CHARGE.** The INTEREST CHARGE calculation method applicable to your Account for Purchases, Cash Advances, balance Transfers, and Checks that you obtain through the use of your Account or Card is the Average Daily Balance (including new purchases) as specified on your monthly periodic statement and explained below:

**Purchases.** To avoid incurring additional INTEREST CHARGE on the balance of purchases reflected on your periodic statement and, on any new purchases appearing on your next periodic statement, you must pay the New Balance in full shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of purchases. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new purchases and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**Cash Advances.** The INTEREST CHARGE on Cash Advances begins from the date the Cash Advance is posted to your account. There is no grace period. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of your account. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**Balance Transfer.** The INTEREST CHARGE on Balance Transfers begins from the date the Balance Transfer is posted to your account. There is no grace period. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of your account. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**Minimum Interest Charge.** We will charge a minimum INTEREST CHARGE for purchases, Cash Advances, and Balance Transfers of \$.50 for each billing period in which an INTEREST CHARGE is payable. The INTEREST CHARGE will be added to your purchase balance, Cash Advance balance, or Balance Transfer.

13. **BALANCE TRANSFER.** Balance transfers do not earn reward points or cash. The minimum transferable amount is \$100.00 per transfer. The total amount of your request(s), including fees and interest charges, cannot exceed your available credit. Each transfer will reduce your available credit just like any other transaction. Until your balance transfer(s) is posted, you may need to continue making payments to your other accounts to keep them current. Balance transfers are not subject to a grace period, and may take up to 3 weeks to process. Balance transfers can be used to pay off non-credit card obligations; however, balance transfers cannot be used to pay off other Issuer obligations. An INTEREST CHARGE will be computed on the amount of each Balance Transfer as of the date of the transaction.

14. **REWARD POINTS.** Members will earn 1 point for each dollar on net purchases (purchases minus any credits or returns) only. No points are earned for finance charges, fees, cash advances, ATM withdrawals, foreign transaction currency conversion charges and convenience checks used to access your Account. Your account must be open and in good standing (i.e., not cancelled, delinquent, terminated, over the limit, or otherwise not available for your use as a payment method) at the time your order is received for processing. Issuer reserves the right to suspend your participation in the Program until the Account is in good standing. The Reward points will be applied to the statement in which the points were earned. Points have no cash value. Points cannot be exchanged for cash or credit; used with any other offer, promotion, or discount; combined with cash to obtain any Awards; or earned from or transferred to any other credit card, account, or rewards program, unless otherwise specified in writing. Points will expire 48 months from the time they are earned.

15. **ANNUAL PERCENTAGE RATE.** The INTEREST CHARGE on Purchases, Cash Advances, and Balance Transfers will be computed by applying a monthly periodic rate computed as follows:

Monthly Periodic Rate	Corresponding Annual Percentage Rate
1/12 of Annual Percentage Rate	Prime Rate Plus 5.74% - 15.74%

The ANNUAL PERCENTAGE RATE ("APR") is a variable rate and will be based on your creditworthiness. The APR shall be based on the highest Prime Rate listed in the Money Rate section of the Wall Street Journal on the 1st day of each month (or if the 1st is a Saturday, Sunday, or holiday, the next business day) and adding 5.74% - 15.74% to that rate, not to exceed 24%. Any change in the APR will go into effect on the first day of your new billing cycle that follows the effective date, as herein defined, of the Wall Street Journal published Prime Rate change. Any increase or decrease in the Prime Rate may result in an increase or decrease in the INTEREST CHARGE imposed on your account and the minimum payment due.

16. **ADDITIONAL CARDHOLDER(S).** We may issue cards to Additional Cardholders approved by you. Additional Cardholders may not have accounts with us, but they are able to access and utilize your Account subject to the terms of this Agreement. We may, in our discretion, report Additional Cardholders when we report to credit reporting agencies regarding the Account. You are responsible for all use of your Account by Additional Cardholders and anyone they allow to use your Account. You are responsible for all charges made by Additional Cardholders. You authorize us to give Additional Cardholders information about your Account. If you want to cancel an Additional Cardholder's right to use your Account (and cancel their Account card) you must give us a reasonable time to process the request. You may notify us either in writing, verbally, or via electronic mail at:

Writing	Verbally	Electronic Mail
---------	----------	-----------------

Valley First Credit Union ATTN: Credit Card PO Box 1411 Modesto, CA 95353	1-888-232-9922	<a href="mailto:creditcard@valleyfirstcu.org">creditcard@valleyfirstcu.org</a>
--	----------------	--

17. **DEFAULT.** The Account balance will, at Issuer's option, become immediately due and payable, without notice, in the event that (a) Member becomes bankrupt or insolvent, or (b) Member fails to make payments due on the Account, incurs charges which exceed the maximum authorized credit limit or otherwise breaches the Account terms or conditions, or (c) Issuer receives information which causes it to believe Member is unwilling or unable to perform under these Account terms and conditions, or (d) attachment or garnishment proceedings are instituted against Member. Failure by Issuer to assert any rights hereunder shall not waive such rights.

18. **CREDIT INVESTIGATION.** Member authorizes Issuer at any time to make credit investigations which are deemed necessary in Issuer's discretion and Member agrees to furnish financial statements which may be requested at any time and in sufficient detail as Issuer may require.

19. **CANCELLATION.** Member may cancel this Agreement upon notification in writing to Issuer. If the Account is cancelled, Member shall be responsible to pay all amounts due prior to such cancellation, including amounts that have not yet been posted to Member's Account.

20. **CHANGES TO THIS AGREEMENT.** Issuer may amend or modify these terms and conditions at any time, effective forty-five (45) days after written notice thereof is mailed to Member. Any changes in these terms and conditions, including, without limitation, changes in the ANNUAL PERCENTAGE RATE and the Periodic Rate, shall be effective as to future Purchases, Cash Advances, Balance Transfers, and Checks. If required by applicable law, the notice will advise you of any right you may have, and any steps you must take, to reject the changes. If you properly notify us that you reject the changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of changes. If you do not properly notify us that you reject the changes by the date stated in the notice, you will be deemed to have accepted all changes in the notice and to have accepted and confirmed all terms of your Agreement. Issuer may, in its sole discretion, waive any Annual Fee, Late Payment Fee, or any other provision(s) of these Account terms and conditions; however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of these Account terms and conditions on any other or future occasion.

21. **INTERNATIONAL TRANSACTIONS.** Purchases and Cash Advances occurring in foreign countries and billed in foreign countries will be billed to your Account in U.S. dollars. The foreign transaction fee will also be imposed if a purchase is made from an online merchant located in a foreign country.

22. **CHOICE OF LAW.** Except to the extent superseded by Federal Law, this Agreement shall be subject to and interpreted under the laws of the State of California.

23. **CALL MONITORING.** We may monitor and record any calls between you and us.

24. **MERCHANT REFUNDS.** A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance if it is outstanding for 180 days. Note: Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage or the amount of your purchase, or a flat fee, and will be added to the amount of your purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.

25. **REOCCURRING AUTHORIZED TRANSACTIONS.** If you authorize a merchant or any other person to charge your Account for reoccurring Transactions, you must notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

Valley First Credit Union does use a service to notify merchants that have reoccurring payments setup that card information has changed. However, since not all merchants participate in this service, you're therefore responsible for reinstating and/or ensuring any reoccurring authorized Transactions are set up with the merchant directly.

26. **CONSENT.** When you give us your phone number, we have your permission to contact you at that number about all your Valley First Credit Union accounts. Your consent allows us to use artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. If the phone number you provide is your cell phone number, you give us consent to use text messaging in addition to the communication methods listed above for informational and account service messages, but not for telemarketing or sales messages. Message and data rates may apply. To opt-out of this service or update your preferences, please contact us as follows:

By Phone: 1-888-232-9922

OR

By Mail: Valley First Credit Union

ATTN: Credit Cards

PO Box 1411

Modesto, CA 95353

27. **MILITARY LENDING ACT.** The provisions of this section only apply to certain members of the Armed Forces and their dependents. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You may also call 1-888-232-9922 to receive this disclosure and general payment information orally.

28. **CREDIT BALANCE.** We will make a good faith effort to return to you any credit balance that has been on your Credit Card Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Credit Card Account at any time by sending your request to:

Write: Valley First Credit Union

ATTN: Credit Cards

PO Box 1411

Modesto, CA 95353

by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Credit Card Account by applying the credit balance towards new fees and charges posted to your Credit Card Account. We do not pay any interest on credit balances.

29. **ACCOUNT INFORMATION REPORTED TO CREDIT BUREAUS.** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit

bureau, you may write to us at the address below:

Valley First Credit Union  
PO Box 1411, Modesto, CA

**30. YOUR BILLING RIGHTS.**

**Your Billing Rights: Keep This Document For Future Use:**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Valley First Credit Union  
PO Box 37035  
Boone, IA 50037

**In your letter, give us the following information:**

- Account information: Your name and last four (4) of the 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 three (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 (2) 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 your balance.
- We can apply any unpaid amount against your credit limit.

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

- If we find a mistake: You will not have to pay the amount in question or any interest or other fees related to that 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 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 Purchase**

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:

Valley First Credit Union  
PO Box 37035  
Boone, IA 50037

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.