F&A CREDIT UNION

VISA®

SIGNATURE CASH BACK

CREDIT CARD ACCOUNT AGREEMENT & DISCLOSURE

Revised: November 16, 2026

IMPORTANT – Retain for your records

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CARD AGREEMENT

This Visa Credit Card Agreement and Disclosure ("Agreement") is your contract with us. The Pricing Information Table below is a part of this Agreement and shows important information about your Account, such as your Annual Percentage Rate and certain fees. Any amendments to this Agreement are also part of this Agreement. **Please read all parts of this Agreement and keep it for your records.**

PRICING INFORMATION TABLE

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**12.80% - 17.80%** Non-Variable (fixed) Rate when you open your account based on your creditworthiness
APR for Balance Transfers	**12.80% - 17.80%** Non-Variable (fixed) Rate when you open your account based on your creditworthiness
APR for Cash Advances	**12.80% - 17.80%** Non-Variable (fixed) Rate when you open your account based on your creditworthiness
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 23 calendar days after the close of each Billing Period. We will not charge you interest on Purchases if you pay your entire Account Balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
Minimum Interest Charge	**None**
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**

Fees	
Annual Fee	**None**
Transaction Fees: Balance Transfer Cash Advance Foreign Transaction	 **None** **None** **None**
Penalty Fees Late Payment Returned Payment Over the Credit Limit	 Up to **$20** Up to **$5** **None**

How We Will Calculate Your Balance: We will use a method called “Average Daily Balance (including new Purchases).” See the ***Annual Percentage Rates and Interest Charges*** section for more information.

Billing Rights: Information on your rights to dispute Transactions and how to exercise those rights is provided at the end of this Agreement.

DEFINITIONS

The following definitions apply to this Agreement:

- **ACCOUNT:** The line of credit associated with your Signature Cash Back Visa Account with us.
- **ACCOUNT BALANCE:** All authorized charges, plus any finance charges assessed on your Account, plus any other fees and charges which you owe to us under the terms of this Agreement.
- **AUTHORIZED USER:** Any person you allow to use your Account with a Card with that person's name.
- **BILLING PERIOD:** The time between when we create a periodic statement for your Account and we create the next periodic statement for your Account. For each Billing Period, your statement will show any transactions, other charges, payments, and other credits posted during that Billing Period. The payment due date for a Billing Period is usually 23-26 days.
- **CARD:** The Signature Cash Back Visa Credit Card issued to you, including virtual Cards and digital wallets, (and any duplicates and renewals we may issue) used to access your Account to obtain credit.
- **CASH ADVANCE & CASH-LIKE TRANSACTIONS:** Use of your Account to get cash, including foreign currency, or for what we consider a Cash-Like Transactions are not eligible for Cash Back. Examples include using your Account for: ATM and teller withdrawals, Balance Transfers, overdraft for another account, buy now pay later purchases, money orders, traveler's checks, bail bonds, cryptocurrency, race track wagers, casino gaming chips and other methods used for gambling, wagers and other betting transactions, and any payment using a third party service.
- **CASH BACK VISA:** Refers to our program where we pay you for your net Purchase Transaction volume subject to our Program Terms and Conditions. See our separate disclosure on our website at **FAFCU.org/Disclosures/Signature-Cash-Back-Visa/** for Cash Back program terms and conditions.
- **CONSUMER REPORTING AGENCY:** An organization, such as Experian, Equifax, and TransUnion, that compiles credit information for

the purpose of generating consumer credit reports. It is also known as a “credit bureau” and a “credit reporting agency.”

- **LATE PAYMENT:** A payment is late if you do not pay at least an amount equal to the Minimum Monthly Payment by the Payment Due Date.
- **RETURNED PAYMENT:** A payment that is not honored by your financial institution.
- **TRANSACTION:** A Purchase, Payment, Balance Transfer, or Cash Advance, as applicable.
- **YOU, YOUR,** and **YOURS:** Each and all of those who apply for or use the Card and/or Account. By using the Card you agree to be bound by this Agreement.
- **WE, US, OUR** and **CREDIT UNION:** F&A FEDERAL CREDIT UNION.

This credit card program is issued and administered by F&A Federal Credit Union. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used by the issuer pursuant to license from Visa U.S.A. Inc.

OUR RIGHT TO AMEND THIS AGREEMENT

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of Federal and California laws that are in effect at that time.
If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit.
The reasons we may amend this Agreement include the following:

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes to overall economic and market trends, product design, and business needs.
- Changes related to your credit history, such as, but not limited to: risk profile, payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each factor.

Please also note that this Agreement contains an ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER which affects your rights.

YOUR ACCOUNT

BINDING AGREEMENT: This Agreement applies to you and any and all of your co-borrower(s) and takes effect once you or any of your Authorized User(s) use their Card. Even if you do not use your Card, this Agreement will take effect unless you contact us to cancel your Account within 45 days after we sent you this Agreement.

ACCOUNT USE: Your Account use is subject to this Agreement. All Transactions are subject to our approval. You may use your Card to purchase goods and services in person, online, through a digital wallet, and by mail or telephone from merchants and others who accept Visa credit cards. A digital wallet or other mobile device can function as if it were a credit card itself by for instance, allowing you to make purchases at a point of sale. Applications that enable your mobile device to be used for such Transactions will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.
In addition, you may obtain Cash Advances from the Credit Union, from other financial institutions or select

merchants participating in the Visa program and from automated teller machines (ATMs) that provide access to the Visa system. Not all merchants or ATMs provide such access. You will need to use your Personal Identification Number (PIN) to obtain a Cash Advance from an ATM. Finally, you may use your Account to transfer balances from other creditors, provided that we approve your request.

RESPONSIBILITY: You must pay us for all amounts due on your Account, including: (1) Transactions you make, even if you did not present your Card or sign for the Transaction; (2) Transactions an Authorized User makes; (3) Transactions that other people make if you or an Authorized User let them use your Account; (4) an advance on your Account resulting from an overdraft created on your checking account with us; and (5) any fees and interest charges on the Account. Your agreement to repay us extends to the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You cannot disclaim responsibility for any Authorized User's activity by notifying us, although we will close the Account if you so request. Your obligation to pay the Account Balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct someone else to pay the Account Balance. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account.

JOINT ACCOUNTS: If this is a joint Account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that we can require any one of you individually to repay the Account Balance. Each of you authorizes the other to make Transactions individually. Any one of you may close the Account and such closure will be effective to all of you. You agree that all notices regarding the Account may be sent solely to the cardholder whose name and address appears on our billing records. If this is a joint Account, neither party can be released from his or her obligations except upon the Credit Union's approval.

SIGNATURE REQUIREMENT: In order for your Card to be valid, you must activate and sign the Card as soon as you receive it. However, your liability does not depend on whether or not you sign your Card.

RIGHT TO REPLACE CARD(S): We may replace your Card with another Card at any time and for any reason.

CREDIT LIMIT AND CASH ADVANCE LIMIT: We assign a Credit Limit to your Account. This Credit Limit is available for Cash Advances, and there is no separate limit on the amount of Cash Advances you can take. The Credit Limit is shown in the Summary of Account Activity section on your periodic statement. You agree to manage your Account so that: (1) your Account Balance (including fees and charges) is not more than your Credit Limit; and (2) your Cash Advance Balance (including fees and charges) is not more than your Cash Advance Limit. However, if your Account Balance exceeds your Credit Limit or Cash Advance Limit, you are still obligated to pay us the full amount you have utilized, including any amounts, fees, or charges above your Credit Limit and or Cash Advance Limit. We may increase or decrease your Credit Limit at any time, and we may notify you of such increase or decrease by mail or through a statement sent to the primary accountholder's address of record, in accordance with applicable legal requirements. If you object to any Credit Limit increase, you must notify us immediately. You may request a change to the Credit Limit verbally, in writing, or electronically, but any such request must be approved by us. If your Credit Limit is increased, you are immediately responsible for the new Credit Limit and any increase in the Account Balance even when it differs from an amount previously agreed to verbally or in writing. Cash Advances, Cash-Like Transactions, and Balance Transfers do not earn Cash Back.

CONSUMER ACCOUNTS ONLY: You may use your Account only for personal, family or household uses; the Account is not intended for business purposes. Use of the Account for purposes other than those listed above does not alter your obligation to pay us the full Account Balance, fees, and charges on the Account. We may close your Account if we determine that your use of the Account is outside of the permitted scope provided herein.

UNLAWFUL TRANSACTIONS: Your Card or Account may not be used directly or indirectly in a manner that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any unlicensed or illegal gambling, gaming, betting, or similar activity or transaction. Your Card or Account cannot be used for any transaction prohibited by applicable sanctions laws (e.g., OFAC). In the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such

charges. If you use your Card or Account directly or indirectly in an unlawful manner you understand that your Account may be declared in default and that we may exercise any rights available to us, including, but not limited to, accelerating your Account Balance and demanding immediate payment thereof. Unlawful transactions do not earn Cash Back.

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 are not responsible if you violate those terms, or for any consequences resulting from any violation.

ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL

Read This Provision Carefully As It Affects Your Right To Participate in or Bring a Class Action and Your Right to a Jury Trial If You Do Not Opt Out As Permitted Below Arbitration; Waiver of Class Action and Jury Trial Any and all claims, causes of action or disputes of any kind that arise out of or relate to this Agreement, your accounts with the Credit Union or any products or services offered or provided to you by us, even if the claim, cause of action or dispute accrued or arose prior to the date this Arbitration Provision was provided to you, shall, at the election or you or us, be decided by and through binding arbitration in accordance with the terms of this Arbitration Provision, even if you or us have already initiated a lawsuit. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. THERE SHALL BE NO RIGHT TO A JURY TRIAL. The arbitration hearing shall be conducted at a location within fifty (50) miles of your residence address at the time of such arbitration. The arbitration shall be conducted before the American Arbitration Association (the “AAA”), pursuant to the AAA Consumer Arbitration Rules, which can be obtained online at www.adr.org, OR by calling the AAA at 1(800) 778-7879, OR F&A Federal Credit Union will provide a copy of the Arbitration Rules via e-mail upon request submitted to LoanServicing@FAFCU.org.
The Federal Arbitration Act (FAA) and related federal law shall govern the interpretation, implementation

and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement.

The arbitrator shall have the authority to award any monetary and non-monetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitration filing fee and the arbitrator's fee shall be paid by F&A Federal Credit Union. However, the parties shall be responsible for their own costs of prosecuting and defending the claims in the arbitration, including attorneys' fees.

CLASS ACTION WAIVER: THE ARBITRATION SHALL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT AND NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION MAY BE UNDERTAKEN BY THE ARBITRATOR. YOU SHALL NOT BE ENTITLED TO PROSECUTE ANY CLAIM SUBJECT TO ARBITRATION ON BEHALF OF ANY OTHER PERSON IN ANY CLASS OR REPRESENTATIVE ACTION OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR ARBITRATION THAT IS PROSECUTED BY ANY OTHER PERSON.

Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to arbitration.

In the event the Class Action Waiver provided above in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable.

If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Your Right to Opt-Out

You may elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to F&A Federal Credit Union at P.O. Box 30831, Los Angeles, CA 90030-0831 within sixty (60) days after you receive and/or execute this Agreement. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.

AGREEMENT AND BENEFIT CHANGES

CHANGES TO THIS AGREEMENT: Account and Agreement terms are not guaranteed for any period of time. We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, remove, replace, or modify provisions of this Agreement. If required by applicable law, we will give you notice of the changes. If you have the right to reject a change, we will notify you and tell you how to reject it, unless you fail to make the required minimum payment within sixty (60) days after its due date. If we notify you of a change, we may do so on your periodic statement or send you a separate written notice, either of which may be sent to you in an electronic format if you have agreed to receive notices from us electronically. Except as prohibited by law, any change in terms will apply to your existing Account Balance as well as to future Transactions. We may change the terms of this Agreement based on information in your credit report, market conditions, business strategy or for any other reason.

CHANGING BENEFITS: Any benefit, reward, service, or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

ANNUAL PERCENTAGE RATES AND INTEREST CHARGES

VISA NON-VARIABLE RATE PROGRAM: This section explains how we calculate rates and interest charges applicable to your Account. We use annual percentage rates (APRs) to calculate interest charges on your Account. Our Signature Cash Back VISA program is a non-variable rate program, which means that your APR does not increase or decrease except as otherwise provided for in this Agreement. The Monthly Periodic Rate used in calculating the interest charge (and the corresponding APR) is listed above in the section entitled Pricing Information Table.

INTEREST CHARGES: Interest charges will be imposed on Transactions only if you choose not to pay the entire Account Balance shown on your periodic statement by the Payment Due Date. If you elect not to pay the entire Account Balance shown on your periodic statement by the Payment Due Date, interest charges will be imposed on the unpaid Average Daily Balance of Transactions from the previous statement closing date and on the new Transactions from the date of posting to your Account during the current Billing Period, and will continue to accrue until the closing date of the Billing Period preceding the date on which the entire Account Balance is paid in full.

We calculate interest on your Account each Billing Period by applying the Monthly Periodic Rate to the Average Daily Balance (including new Transactions). The following explains how we do this. To get the Average Daily Balance:

- We start with the beginning Balance of your Account each day.
- We add any new Transactions, fees and other charges.
- We subtract any credits or payments credited as of that day and any unpaid interest or other finance charges.

This gives us the Daily Balance. Then, we add up all the Daily Balances for the Billing Period and divide the total by the number of days in the Billing Period. This gives us the Average Daily Balance.

GRACE PERIOD: You will not pay any interest on Purchases if you pay the Account Balance, including any Balance Transfers, in full by the Payment Due Date shown on your periodic statement each Billing Period. We call this a grace period on Purchases. Generally, you will have at least a 23-day grace period from the close of each Billing Period to pay the

Account Balance without incurring additional interest. The Payment Due Date disclosed on each periodic statement provided to you is the last day of your grace period for that statement's billing cycle. If you do not pay the Account Balance, including any Balance Transfers, in full by the Payment Due Date in a Billing Period, you will pay interest on your Purchases from the date they are posted to your Account. You may not have a grace period on Purchases again until you pay the Account Balance in full by the Payment Due Date two (2) Billing Periods in a row.

There is no grace period on Balance Transfers and Cash Advances. This means you will pay interest on Balance Transfers and Cash Advances from the date these Transactions post to your Account.

MILITARY LENDING ACT: 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).

For more information, please contact F&A Federal Credit Union at (800) 222-1226 to request additional information relating to the Military Lending Act.

FEES

FOREIGN TRANSACTIONS: Purchases, Cash Advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from

the rate on the date you used your Card. When a credit to your Account does not fully offset a charge to your Account due to changes in the rate, you are responsible for the difference.

The following fees will be added to your Account, as applicable:

FEE	AMOUNT	ABOUT THE FEE
Annual Cardholder Fee	None	
Late Payment Fee	Up to $20	You will be charged a Late Payment Fee of up to $20 if you do not pay at least an amount equal to the Minimum Payment Due by the Payment Due Date. The amount of the Late Payment Fee will never be higher than your Minimum Payment Due.
Returned Payment Fee	Up to $5	If a payment that was applied to your Account is returned to us unpaid for any reason, you will be charged a Returned Payment Fee of up to $5. The Returned Payment Fee will never be higher than the Minimum Payment Due on the last Payment Due Date before the payment is returned.
Over the Credit Limit	None	
Cash Advance Fee	None	
Balance Transfer Fee	None	
Foreign Transaction Fee	None	See section entitled “Foreign Transactions” above for additional details.
Replacement Card Fee	$10.00	Except as prohibited by applicable law, you may be charged a Replacement Card Fee for all Cards issued other than the standard re-issue Cards.

Document Fee	$1 per page	If a copy of any periodic statement, sales draft or similar document is provided by us at your request (other than in connection with a billing error inquiry), a Document Fee may be imposed by us on your Account.
Rush Card Fee	One free per calendar year $25 3-day $50 2-day	We may charge you a Rush Card Fee to rush each requested replacement Card.

The above fees for the Billing Period will be shown on your periodic statement unless they are paid through another account.

COLLECTION COSTS: You agree to pay all costs of collecting the amount You owe under this Agreement, including court costs and reasonable attorney's fees.

PAYMENTS

MINIMUM PAYMENT FOR SIGNATURE CASH BACK VISA: Every month, you must pay at least the Minimum Payment Due by the Payment Due Date shown on your periodic statement. The Minimum Payment Due will be either (1) 2.0% of your Account Balance or $20.00, whichever is greater; or (2) your Account Balance if it is less than $20.00. In addition, you must pay any amount past due, any late charge and any amount over the Credit Limit.

APPLICATION OF PAYMENTS: We decide how to apply your payments, up to the Minimum Monthly Payment amount, to the Balances on your Account. We will apply the Minimum Monthly Payment amount in the following order: (1) unpaid fees and charges, if any; (2) unpaid periodic interest charges, Transaction Fees, and other finance charges due on Purchases, Balance Transfers, and Cash Advances; (3) outstanding Balances of Cash Advances, Balance Transfers, and Purchases previously billed, and (4) current Cash Advances, Balance Transfers and Purchases; (5) promotional rates until expired. If you pay more than the Minimum Payment Due amount, the amount in excess of the Minimum Payment Due will be applied first to the Balances subject to the highest APR and then to Balances subject to lower APRs, in descending order of APRs until all Balances

subject to an APR are paid in full. You must continue to make payments until you have paid the Account Balance in full.

PAYMENT INSTRUCTIONS: You can find the payment instructions on our website at **FAFCU.org/Payments/**.

PREPAYMENT OR IRREGULAR PAYMENTS: Though you need only pay the Minimum Payment Due, you understand that you have the right to repay your Account Balance at any time without penalty. You also understand and agree that you will only be charged interest charges to the date you repay your entire Account Balance. You may make larger payments without penalty, and this may reduce the total amount of interest charges that you will repay. If you pay more than the Minimum Payment Due in any month and there is still a Balance due, you must continue to make Minimum Payments in future months. Any partial payment of your Account Balance will not advance your next payment due date(s).

PAYMENTS BY AUTOMATIC TRANSFER: By separate agreement, you may authorize us to automatically transfer the Minimum Payment Due from your Credit Union savings or checking account. If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated savings or checking account to make the scheduled payment. Should this event occur, you understand and agree that you will not be released from making the payment. We may cancel this service at our discretion. Any automatic transfer you have requested will remain in effect until you cancel it in Digital Banking, in writing, or until your credit line is terminated. To stop a payment by automatic transfer, you may send us a letter requesting that the payment be stopped. Your letter must be received by F&A Federal Credit Union, Attention: Loan Servicing Department, P. O. Box 30831, Los Angeles, CA 90030-0831, at least three (3) business days before the automatic payment is scheduled to occur.

RECURRING PAYMENTS: The use of your Account to make preauthorized electronic recurring bill payments constitutes an “electronic fund transfer” as defined by the federal Electronic Fund Transfer Act and Regulation E. You may be able to place a stop payment on a preauthorized electronic recurring bill payment in accordance with the terms of our Electronic Services & Wire Transfers Disclosure and Agreement. Any such stop payment order is subject

to a Stop Payment Fee of $10 for each stop payment order you give. A stop payment/revocation order does not release you from the obligation to pay for goods and services purchased from merchants.

PAYMENTS MARKED "PAID IN FULL": Payments marked "paid in full" or other language used to indicate full satisfaction of indebtedness may be accepted by us without being bound by such language or waiving any rights under this Agreement. We will accept full satisfaction of indebtedness only in a written agreement, signed by an authorized representative of the Credit Union.

CREDIT REPORTING

CREDIT REPORTING: In connection with our issuance of a Card to you, we are allowed to obtain information about you. We obtain this information from Consumer Reporting Agencies and other sources that provide consumer financial information. We are allowed to use the information for:

- Renewal of your Account;
- Credit Limit increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, insurance products and other services; and
- Other uses permitted by law.

We report Account information monthly in your name, as well as information about you to Consumer Reporting Agencies. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Returned Payments;
- Over-the-credit-limit amounts; and
- Other violations of this Agreement.

If you think we have given incorrect information to a consumer reporting agency about you (or about an Authorized User), contact us at (800) 222-1226 and we will research it. We will let you know if we agree or disagree with you. If we agree with you, we will contact each Consumer Reporting Agency.

ACCOUNT INFORMATION, PRIVACY, AND COMMUNICATIONS

ACCURACY OF AND CHANGES TO ACCOUNT INFORMATION: You represent and warrant that the information provided in your credit application is accurate, and you agree to notify us in writing immediately if this information changes. If you do not, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

INFORMATION SHARING: You understand and agree that we may share information about you and your Account as permitted by applicable law. This includes information we obtain from you and others. Our privacy notice (Privacy Policy - F&A Federal Credit Union) describes the circumstances under which the Credit Union can share its members' personal information.

CONTACTING YOU: You agree that we (and/or our authorized agents) may contact you at any phone number, email address or mailing address you provide. This includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, auto-dialer, prerecorded or artificial voice, text or email. You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

CALL MONITORING: We may listen to and record telephone calls between you and us to monitor and improve the quality of service you receive.

NOTICES: We will send any notices to your billing address, or, if you have agreed to receive notices from us in an electronic format, we will send notices to you in an electronic form to the email address you have provided or through our digital banking notice methods. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we provide it via email or electronically, even if the electronic communication was undeliverable.

EMERGENCY CARD REPLACEMENT AND EMERGENCY CASH DISBURSEMENT SERVICES: You understand and agree that we may provide information regarding you and your Account to Visa and/or Visa's authorized agents for the purpose of providing emergency card replacement and emergency cash disbursement services to you.

AUTHORIZED USERS

ACCOUNT USE BY AUTHORIZED USERS: You must provide us information on the persons you authorize to use your Card and the Account. You may do so by submitting a request to add one or more Authorized Users to your Account or completing the form that is available on our website or in a branch. If we approve your request, use of your Account by an Authorized User is subject to the terms of this Agreement. We may limit the number of Authorized Users on your Account. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.
- Pay us for all charges incurred by each Authorized User.

You are responsible for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post date shown on your periodic statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

Notify us to remove an Authorized User from your Account by completing the form that is available on our website or by writing the request to us at:

F&A Credit Union
P. O. Box 30831, Los Angeles, CA 90030-0831
Attention: Loan Servicing Department

If we remove an Authorized User, we may close your Account, open a new Account, and issue you a new Card.

ACCOUNT INFORMATION RIGHTS FOR AUTHORIZED USERS: We are permitted to discuss your Account with an Authorized User. This includes giving him or her access to your Account information and history. You understand and agree that an Authorized User may use and receive information about the Account the same way you do. An Authorized User cannot add other Authorized Users, adjust the Credit Limit, or close the Account.

WHAT CAN AUTHORIZED USERS DO?
- Make purchases
- Report lost or stolen Card(s)
- Initiate billing disputes
- Make payments

INFORMATION ABOUT AUTHORIZED USERS: You agree to give us certain personal information about each Authorized User. You must let each one know that you will give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as permitted by applicable law. This includes information we may obtain from you, any Authorized User and others. It also includes information about their Transactions on the Account.

CREDIT REPORTING: We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:
- Late Payments;
- Returned Payments;
- Over-the-credit-limit amounts; and
- Other violations of this Agreement.

You understand and agree that you must let each Authorized User know that we report Account information in his or her name. Please also refer to the Credit Reporting section above.

DEFAULT, CLOSING OR SUSPENDING THE ACCOUNT

DEFAULT: You will be in default if:
- You do not pay at least the Minimum Payment Due or other required payment by the due date;
- You have a Returned Payment;
- You do not honor any of the terms of this Agreement;
- You make any false or misleading statements in any credit application or credit update;
- Your creditworthiness or ability to repay is impaired;
- You file for bankruptcy or some other insolvency proceeding is filed by or against you; or
- You are declared incompetent or mentally incapacitated, or you die.

OUR RIGHTS IF YOU ARE IN DEFAULT: If any of the events listed above occurs, we may temporarily or permanently suspend all Account and Card privileges and/or we may demand immediate payment of the Account Balance in full. We may close or suspend your Account at any time, without notifying you, as

permitted by law. You agree that you will not attempt to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. We may cancel your current Card and issue you a substitute Card at any time. You may close your Account at any time by notifying us in writing. If we close or suspend your Account, or if you close your Account, you understand and agree that you remain obligated to repay the entire Account Balance. You understand and agree that interest charges at the APR as permitted under this Agreement will continue to accrue until you repay your entire Account Balance.

INCREASES IN YOUR NON-VARIABLE RATE: We can increase your non-variable (fixed-rate) Signature Cash Back credit card interest rate on new purchases after the first year following your Account opening due to a major drop in your credit score or other negative changes in your financial profile with a 45-day advance notice. Changes related to your individual credit history, such as your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each factor.

TRANSACTIONS

REFUSAL OF THE CARD: We may deny any Transactions for any reason at our discretion. We are not liable for any refusal to honor your Account. Most Transactions require approval of funds, which result in placing a hold against the Credit Limit. We do not guarantee approval of Transactions. We are not liable for those that are not approved, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We may also limit the number of Transactions approved per day. We may, although we are not required to, approve Transactions above your available Credit Limit.

SUSPICIOUS ACTIVITY: We are committed to keeping your financial transactions as secure as possible. We use a credit card fraud detection system that analyzes authorization requests for your Card in real time and compares them to your purchase history as well as current fraud trends. If we detect unusual transaction patterns, we may take action to reduce the potential for fraud, including but not limited to suspending credit privileges. We reserve the right to

identify Transactions as unauthorized or fraudulent and subsequently to decline those Transactions. We are not responsible for any loss or damage arising out of any declined Transaction.

TRAVEL ADVISORY: A Transaction in a geographic area where you do not usually use your Card may trigger the credit card fraud detection alert. We encourage you to provide us with prior notice of any anticipated Card activity that may be out of your ordinary pattern of Card Transactions, such as high transaction volume and any anticipated transactions outside the U.S. You may provide this notice by calling:

- Domestic: (800) 222-1226
- International: (800) 222-1226
- To verify Account activity if Card is blocked: (800) 222-1226

MERCHANT FEES: Some merchants, including merchants outside the U.S., may charge you a fee to use your Card for a Purchase. The fee may be either a percentage of 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 do not control these fees, and we cannot prevent these fees.

MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Account and/or Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant, and (1) your Purchase was made in response to an advertisement we sent or participated in sending you; or (2) your Purchase cost more than $50 and was made from a merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the merchant. If you dispute a charge with a merchant, we may, at our discretion, credit your Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.

RETURNS AND ADJUSTMENTS: If a merchant discloses a policy such as “no returns,” “no refunds,” “no return or credit without receipt,” “as is,” “store credit only” or “all sales final,” you will be bound by

that policy when you use your Card to buy goods or services from that merchant. A merchant refund to your Account will post to your Account as a credit. We do not control when a merchant sends an Account credit. We will choose how to apply the credit to your existing Account Balance. If a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit receipt issued by the merchant. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to your Account. If your credits and payments exceed what you owe us, we will hold and apply this Credit Balance against future Transactions, or if it is $1.00 or more, we will issue a refund upon your verbal or written request or automatically after six (6) months.

RECURRING AUTHORIZED TRANSACTIONS:
If you authorize a merchant or any other person to charge your Account for recurring 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.

You are responsible for reinstating any recurring authorized Transactions.

MISCELLANEOUS

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

LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY: You will notify us IMMEDIATELY if you believe that your Card, Account number, PIN, or any combination of the three has been lost or stolen by immediately calling us at (323) 268-1226 or toll-free at (800) 222-1226. For 24-hour card service, refer to our contact page on our website Telephoning is the best way of keeping your possible losses down. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us.

In any case, your total liability to us will not exceed $50.00 for any Account and/or Card Transactions resulting from the loss, theft, or other unauthorized use of the Account and/or Card that occurs prior to the time you give notice to us. Your liability for unauthorized use may be lower in cases of Visa Card fraud in accordance with current Visa U.S.A., Inc. Operating Rules.

You agree that in the event of a lost, stolen, not received or counterfeited card or fraudulent activity on your Account, you and all parties given access to the Account will complete an affidavit of forgery in a form approved by the Credit Union. Claims of unauthorized use can be made only in connection with posted and settled Transactions. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of your Card, Account number or PIN and to comply with such other procedures as we may require in connection with our investigation, including but not limited to providing us with all requested information supporting your claim.

LIMITATION OF LIABILITY FOR VISA TRANSACTIONS: If there is unauthorized use of your Signature Cash Back Visa Card, and the Transaction takes place on the Visa network, then your liability will be zero ($0.00). This provision limiting your liability does not apply to ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit Transactions. Additionally, your liability with respect to unauthorized Transactions may be greater than the above zero ($0.00) liability limit, to the extent allowed under applicable law, if we reasonably determine that you were grossly negligent or fraudulent in the handling of your Account or Card.

INACTIVE ACCOUNT: If your Account does not have any activity for eighteen (18) consecutive months, it will be considered an inactive Account and your ability to take advances against your Credit Limit may be suspended. If your Account is inactive for twenty four (24) consecutive months, we may close it.

PERIODIC STATEMENTS: Your Card or other Account activity will be reflected on your monthly periodic statement (Statement). We will send you a Statement for each Billing Period in which Transaction activity has occurred on your Account, and at least quarterly if no activity has occurred. Your Statement will identify the merchant, electronic terminal, or financial institution at which Transactions were made, but sales, Cash Advance, credit, or other receipts cannot be returned with the Statement. You agree

to retain the copy of such receipts furnished at the time of the Transaction in order to reconcile your Statement. If you request a copy of any sales draft or similar document, a Document Fee may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a billing error. Statements will be mailed or delivered electronically if you have agreed to receive notices from us in an electronic format only to the address of the person named first on the Account.

AUTOMATIC OVERDRAFT AUTHORIZATION: By having an Account, you are automatically enrolled in the Account's automatic overdraft protection program. This means we may clear any overdrafts from your Credit Union checking account by an advance from your Account in the amount of the overdraft, plus applicable overdraft fees, subject to the terms of this Agreement. If there are not sufficient funds available for overdraft protection, your items may be returned unpaid. All overdrafts are treated as Cash Advances. Your Account must be current and not over the Credit Limit for funds to transfer to your checking account. The checking account referred to herein is also subject to a separate agreement between you and us. Where the terms of any other agreement between you and us conflict with the terms of this Agreement, the terms of this Agreement will be the controlling agreement.

ASSIGNMENT: We may sell, transfer, or assign this Agreement and your Account to a third party at any time without notifying you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

ENFORCING THIS AGREEMENT: We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

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

INTEGRATED DOCUMENT(S): You understand and agree that any separate sheet of paper, which is delivered together with this Agreement and incorporates this Agreement by reference, is an integrated part of this Agreement. Any future amendments to this Agreement will be labeled

as such and will form an integrated part of this Agreement.

COLLECTION COSTS: To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your Account to an attorney who is not our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action. You understand and agree that interest charges will continue to accrue at the APR permitted under this Agreement until you repay your entire Account Balance.

UNFORSEEN CIRCUMSTANCES: From time to time, our services might be unavailable due to circumstances beyond our control, such as fires, floods, natural disasters, system failures, or other unpredictable events. When this happens, you may not be able to use your Card or obtain information about your Account. We are not responsible or liable if this happens.

GOVERNING LAW: You understand and agree that this Agreement is made in California will be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. You also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

MEMBERSHIP REQUIREMENT: You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future Transactions. You understand and agree that we may suspend or close the Account and/or Card privileges during any period in which you do not maintain your membership with us.

FINAL EXPRESSION: This Agreement is the final expression of the terms and conditions of your Account. This Agreement may not be contradicted by evidence of any alleged verbal agreement.

COPY RECEIVED: You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

NOTICE: See the statement below for important information regarding your right to dispute billing errors.

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: F&A Credit Union
P. O. Box 30831, Los Angeles, CA 90030-0831
Attention: Electronic Services Department

In your letter, 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:
3. We cannot try to collect the amount in question or report you as delinquent on that amount.
4. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
5. While you do not have to pay the amount in question, you are responsible for the remainder of your Balance.
6. 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 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 Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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:

F&A Credit Union

P. O. Box 30831, Los Angeles, CA 90030-0831

Attention: Electronic Services Department

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



PO Box 30831
Los Angeles, CA 90030-0831

(800) 222-1226

FAFCU.org