



P.O. Box 2069  
Vacaville, California 95696  
(707) 449-4000 · (800)877-8328

## CREDIT CARD CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

The following terms and conditions governing credit cards constitute a mutually protective service agreement (the "Agreement") between you and Travis Credit Union (The "Credit Union.") (*Please read the entire Agreement.*) You have applied for a Visa® Credit Card with Travis Credit Union. If issued, the extension of a Credit Card to you under this Agreement will be subject to the following terms, which may be amended from time to time.

Having applied for this card, you have certified that all the information you provided was true and correct. You understand that it is illegal to provide false information in order to obtain the card. By using the card you affirm that you authorized Travis Credit Union to obtain your address from DMV and waived address confidentiality rights that you may have under California Vehicle Code §1808.21 and comparable laws of other states. You further authorize the Credit Union to investigate your credit standing when opening, renewing, or reviewing your Credit Card Account.

### Changes in Terms

The Credit Union can change the terms of this Agreement, including the **Annual Percentage Rate**, by giving you written notice 45 days prior to the effective date of the change. If you do not want the changes to apply to your credit card account, you must notify us in writing within 15 days after the date of your billing statement or within 15 days of the date a separate change of terms notice was mailed, stating your non-acceptance of the terms and indicating your name, address and account number. Mail it to Travis Credit Union, P.O. Box 2069, Vacaville, CA 95696. If you notify us, your credit card will be cancelled, but you can continue to pay off the balance under the old terms. If you do not notify us or if you continue to use your card, the new terms, or new **Annual Percentage Rate (APR)**, will apply to the balance of your loan. Your notice of termination will not affect any unprocessed transactions that occurred prior to your written notice of termination, for which you will be obligated.

Under certain circumstances the credit union can terminate your account without notice. Please refer to the Credit Limit, Default-Lien-Acceleration and Termination sections of this agreement for additional information.

### Governing law

This Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree by use of this Service that you do hereby submit to the jurisdiction of the courts of California regarding Travis Credit Union and that any conflict brought or filed with respect to use of this Service or concerning this Agreement shall be brought in a court of competent jurisdiction in Solano County, California.

## Using your Card

1. You consent to the terms of this Agreement by using your credit card. You continue to be bound for all transactions resulting from the use of the card until you have given us written notice of termination of your credit card account (the "account"). This termination will not affect any unprocessed transactions that occurred prior to your written notice of termination, for which you will be obligated.
2. If the Credit Union approves your application, each applicant will be issued the credit card applied for and will be able to use the account. Each applicant will also be liable to repay the account under the terms of this Agreement. Co-signers who do not have access to the account, are still liable for the loan, and will acknowledge receipt of a copy of this Agreement as well as the separate "Notice of Co-signer."
3. If you remove your name from a joint account on which a credit card was issued, you are still obligated for any transaction that took place prior to you removing your name.
4. You are also obligated to repay any charges resulting from the use of the card by another person with your permission, whether or not the person stays within the limits set by you.
5. Any persons who use the card are also obligated to repay the Credit Union for all charges incurred because of their use of the card.
6. You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.
7. To make a purchase or get a cash advance, present the card to a participating Credit Card plan merchant, to us, or to another financial institution and; sign the sales or cash advance draft imprinted with your card number. Keep a copy of the draft to verify your monthly statement.
8. Your Credit Card may also access designated Automatic Teller Machines (ATMs) showing the Credit Card logo. The use of your Credit Card for ATM access is subject to additional ATM disclosure terms included in this disclosure.
9. **Foreign Transactions and Charges.** Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by Visa® for the processing cycle in which the transaction is processed.

The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. In addition to the conversion rate selected by Visa®, a separate Visa International Service Assessment Fee is charged to the Credit Union and will be charged to your account in the amount disclosed on the Credit Card Initial Disclosure.

10. **Unlawful Activity.** You agree not to use any financial service provided by Travis Credit Union, including without limitation any credit cards, debit cards, loan transactions, or share checking or savings accounts, for any illegal or unlawful purpose. Any illegal or unlawful use of Travis Credit Union financial services by you may, at the option of the Credit Union, be deemed an event of

default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You and any co-signers or joint accountholders agree to defend, indemnify and hold Travis Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney's fees, arising out of, caused by, or related to your unlawful or illegal use of Travis Credit Union financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a Travis Credit Union financial service, including a debit card, or Visa® credit card. Display of a Visa®, or other payment logo by an online merchant does not mean that Internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

**11. Transaction Limitations.** For security reasons there are limits on the number and dollar amount of transactions, transfers or withdrawals you can make with your card each month. This includes credit, point-of-sale, ATM and other electronic transactions or transfers conducted using your card.

**12. Mobile Wallet.** Third Party or Mobile Devices. Smart phones, tablets, and other electronic devices allow you to store or electronically present your Account information, and engage in credit transactions without presenting your Card (such as through a mobile wallet). Any purchases or transactions made through such third party or mobile devices are covered by this Agreement and subject to its terms and conditions. We do not control third party or mobile devices and cannot guarantee the performance of any such device or any third party. You agree to protect the security of the device the same as you would your Card.

### **Credit Limit**

1. If your application is accepted, the Credit Union will establish a credit limit for you. The amount will be based on many factors including your ability to pay and your creditworthiness.
2. Your account will be an open-end or revolving credit account as long as your account is not in default or terminated. This means that you can borrow the full amount of the credit limit, repay the principal in full or part and borrow again up to your maximum credit limit as long as you continue to be creditworthy.
3. The Credit Union has the right to terminate the account without advance notice. It will notify you in writing of the reason for any such denial of credit. Among the reasons for refusing to advance you credit are an adverse change in your credit worthiness, such as not making any or the minimum required loan payments, a change in your employment status, your insolvency, bankruptcy, or death.
4. Your credit limit will be reviewed periodically and you may be requested to provide current information. Your borrowing limit may be increased or decreased at any time. You can apply for an increase in your credit limit at any time.

5. Payments received will be applied against the amount owed, and your loan balance reduced accordingly. However, in certain instances, the payment amount may not be immediately applied to the available credit on your account.

### **Repayment Terms**

1. You promise to pay to the Credit Union at the address designated on your statement all sums advanced to you under this agreement at any time plus a **Finance Charge**, if applicable.
2. The minimum required monthly payment is the greater of 2% of the new balance shown on your current statement or \$20.00, plus any past due minimum required payment and any amount that exceeds your approved credit limit. At least one minimum payment must be made each calendar month if a loan balance exists.
3. The Credit Union will make available monthly statements of your Credit Card account which will advise you of the status of your account and other information required by law.
4. Any advance, together with your current outstanding balance, which for any reason is in excess of your authorized credit limit, must be reduced to the authorized limit by a single lump sum payment by you, upon written notification by the Credit Union.
5. The balance owed by you, including accrued **Finance Charges** on the unpaid balance, may be repaid in full at any time without prepayment penalty.
6. If the payment exceeds the outstanding balance of your credit card account, the amount over the credit limit will be transferred to your regular savings account. In certain instances, a hold may be placed on the portion credited to your savings account and may not be available for immediate withdrawal. If this occurs, a notice will be provided, advising you of the amount held, the date available and the reason for the hold.
7. Payments may be made by mail, electronically, by phone (See **How to Contact Us** section), or in person at any of our branches to an employee of the Credit Union.
8. A fee will not be charged for payment by mail, electronic transfer, telephone or other means unless it is for an expedited payment.

### **Finance Charges**

1. The **Finance Charge** is the amount of money that you pay for the money you borrow. The **Finance Charge** is calculated using the rates reflected on the Annual Percentage Rate (APR) disclosure which you received and which is incorporated herein by reference.
2. The **Finance Charge** is calculated by applying the Monthly Periodic Rate to the Average Daily Balance for cash advances and the Average Daily Balance for purchases. The Average Daily Balances for cash advances and for purchases are shown separately on your statement. The **APR** for cash advances, balance transfers or purchases may not be the same, and may result in different finance charges depending on the transaction.
3. The Average Daily Balance is calculated by adding purchases and cash advances made during the statement period. If you had a previous balance as of the beginning of the statement period, it is

reduced by any payments and credits and increased by cash advances, non-cash transactions and debit adjustments made during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period to arrive at the Average Daily Balance.

4. The **Finance Charge** on cash advances runs from the date of each transaction. **Finance Charges** on non-cash transactions accrue from the date of posting to your account. However, if you pay your new balance in full within 25 days of your statement closing date, current **Finance Charges** on non-cash transactions are waived. Otherwise, a **Finance Charge** will be imposed on the unpaid average daily balance on non-cash transactions from the previous statement closing date until the payment date. Cash advances include credit withdrawals at ATMs, online transfers, over the counter cash advances, and through checking account overdraft protection if that option has been selected.
5. The fee for each cash advance obtained on your Credit Card account will be 2% of the amount of each cash advance or \$10, whichever is greater. A cash advance charge is included as a **Finance Charge** under federal requirements.
6. The **Finance Charge** continues to accrue until the date of payment on cash advances or purchases carried forward from the previous statement.
7. No **Finance Charges** will be imposed for any purchases paid off within 25 days of the closing date of the billing cycle. No **Finance Charges** will be imposed during the current billing cycle for repaid cash advances posted to your account during previous billing cycles.
8. A partial payment will not reduce the current month's **Finance Charge**. The **Finance Charge** continues to accrue on the same basis on the total unpaid principal balance.
9. Generally, we will apply your minimum payment first to lower APR balances (such as Purchases) before balances with higher APRs (such as Cash Advances). Payments made in excess of the minimum payment will generally be applied to the balances with the higher **APRs** first before balances with lower APRs.
10. The APR is a variable rate and may increase or decrease based on the U.S. Prime Rate as published in the Money Rates section of The Wall Street Journal. Refer to the Credit Card Initial Disclosure for details.
11. An interest adjustment will occur when your account is 60 days or more past due. Refer to the Credit Card Initial Disclosure for details.

### **Other Charges**

**Late Charges.** If the minimum monthly payment is not received at the address shown on your statement within 15 days of due date, a late charge of \$15.00 will be charged to the account. If the minimum payment is less than \$15, the late fee will be no more than the amount of the minimum payment.

**Returned Items.** Each time a check or other transfer processed by the Credit Union as a payment on your account is returned unpaid, an additional charge of \$15.00 will be imposed.

**Replacement Card.** A charge of \$5.00 will be imposed for each replacement card.

**Balance Transfer Fee.** The fee will be 2% of the amount transferred, not to exceed \$25.00

### **Honest Dealing**

You will promptly notify the Credit Union of any information that affects your creditworthiness or ability to pay off the loan including but not limited to a change in address or employment. You will not apply to increase the credit balance if you have reason to believe that you will be unable to make the scheduled payments.

### **Additional Terms Applicable to Co-Signers**

As a co-signer you understand that you are obligated to repay any amount borrowed under this agreement up to the credit limit established by the Credit Union for the applicant to the same extent as the applicant. The Credit Union can proceed against you if the payments are delinquent even before it seeks to recover from the borrower. The Credit Union will give you notice of any action it takes that could have an adverse effect on your credit standing. Any extension of the payoff or partial settlement with the borrower will not waive any of the Credit Union's rights against you as the co-signer. You can stop being obligated for future loan advances only by writing to the Credit Union to that effect. But you will still be jointly and individually liable with the borrower for the repayment of the existing loan according to the terms of the Agreement.

### **Security Interests – Applies to Secured Visa Only**

The Credit Union may require you to pledge a specified amount on deposit in one or more of your Credit Union share accounts as security for repayment of all amounts loaned to you under the terms of this Agreement, and by using the credit card you understand and agree that if you secure your credit card loan by specifically pledging an amount on deposit, you cannot withdraw the funds pledged from the account as long as the pledge is in effect. If you default in your payments under the terms of this agreement, the Credit Union has the right to apply the amount specifically pledged to pay off the Credit Card account in full or in part. The amount pledged and the account will be shown on a separate security agreement.

### **Default – Lien - Acceleration**

If you are in default on your payments or; your creditworthiness declines or; you become insolvent or; you file for bankruptcy; or die, or any attachment or garnishment proceeding are initiated against you or your property, you will no longer have an active Credit Card account. The Credit Union will, at its option, terminate your account and declare the entire unpaid balance of the account due and payable immediately without notice. Even if the Credit Union accepts a late payment or partial payment, it is not waiving its right to accelerate the payment of the account and declare the entire unpaid balance due.

### **Communications**

You agree the Credit Union may call or send text messages to you regarding this account or any other account you have at the Credit Union now or in the future at any telephone number that you provide to the Credit Union or that the Credit Union obtains from other sources. (References to "the Credit Union" in this section include, but are not limited to, employees of and third parties acting on behalf of the Credit Union.) This authorization includes calls and text messages made to cell phones and wireless devices using an automated dialing system or prerecorded message. You represent that you have not provided, and you promise that you will not provide, the Credit Union with any telephone number

assigned to a cellular device unless that number is assigned to an account in your name at a wireless carrier unless you have notified the Credit Union otherwise in writing, and that you will notify us in writing within three business days after any such number stops being assigned to you. Because the Credit Union is extending products, services and/or concessions to you in reliance on those promises and agreements, you waive the right to revoke them in whole or in part.

### **Collection Costs**

You agree to pay all reasonable cost of collection incurred by the Credit Union before and after suit is filed. If we have to take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and court costs in addition to other amounts you owe us, whether the legal action we take is a collection lawsuit, a bankruptcy proceeding, an appeal, an action to collect a judgement we have against you, or another type of proceeding.

### **Termination**

We can terminate your Credit Card account without prior notice, reduce or cancel all credit available on the account, refuse to make further advances, and revoke all cards issued on the account for any breach of this Agreement. Termination of the account does not relieve you of the obligation to repay the full account balance due under this Agreement.

### **MyTravis Rewards – Does not apply to Credit Builder or Share Secured**

All Visa cardholders will be automatically enrolled in MyTravis Rewards. For terms and conditions, see the MyTravis Rewards disclosure.

### **Other Rights**

1. **Unauthorized use of lost or stolen cards.** You may be liable for the unauthorized use of any card issued to you after its loss or theft. We may increase the limit of your liability if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card, or participated in the transaction.

Notify us of the loss or theft at our 24-hour telephone number (800) 787-9908 and call the regular Credit Union office as well at (707) 449-4000 or (800) 877-8328. Any written inquiries should be sent to Travis Credit Union, P.O. Box 2069, Vacaville, CA 95696-2069. You agree to notify us at once of the loss or theft and to cooperate in our determination of the circumstances.

You give your consent to the Credit Union to release any information regarding your card and/or card account to any local, state, and/or federal law enforcement agency so that the information can, if necessary, be used in the investigation and/or prosecution of any person(s) who may be responsible for fraud involving your card and/or card account.

2. **Credits.** If your credits and payments exceed what you owe us, we will transfer any amount over your credit limit to your regular savings account. Consistent with the law, we will promptly credit your payments so you do not incur unnecessary **Finance Charges**; however, we reserve the right to hold refunds until final collection of items you present for payment on your Credit Card account.

## **General Terms**

The terms of this agreement must be read together as a part of the whole agreement. When the singular is used the plural is implied if there is more than one signer. If any part of this agreement is found to be invalid, the other parts shall remain in effect. Applicable Federal and State of California laws shall govern the interpretation of this agreement.

## **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

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

### **State and Local Law**

The following summary of your rights under Federal law does not cover all rights you may have under State and local law. If under State or local law, you have a longer period of time in which to send an inquiry to the Credit Union concerning your statement, reliance on any such longer time period may result in you losing your important rights which could be preserved by acting more promptly under Federal law. State or local provisions, if any, only become operative upon the expiration of the time period provided by Federal Regulation Z for submitting a proper written notification of an error.

### **Notify us in case of errors or questions about your billing statement or electronic transfers**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at (707) 449-4000, but doing so will not preserve your rights. We will request that you send us your questions in writing.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

### **How to stop a payment of a pre-authorized electronic fund transfer**

If you have authorized us to make your credit card payment automatically from your share or Credit Union checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must contact us within three business days before the automatic payment is scheduled to occur. If you telephone your request, we may require you to confirm your oral request in writing. If you fail to do so, your oral request will terminate 14 days after it is made. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Your rights and our responsibilities after we receive your written notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.



After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **Finance Charges**, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any **Finance Charges** related to any questioned amount. If we didn't make a mistake, you may have to pay **Finance Charges**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

### **Special rule for credit card purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
2. The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

### **Notice to California residents**

1. Under California law our right to recover credit extended to you for purchases is subject to any defenses that you have against the seller if:
  - a. The purchase price in question exceeded \$50.00;
  - b. The purchase was made in California;
  - c. You made a written demand of the retailer and made a good faith attempt to get satisfaction of your complaint.
  - d. You notified us in writing of the name of the seller, the date of purchase, the price paid, the goods or services purchased, the nature of your defense, the actions which you took to obtain satisfaction from the seller.
2. The amount to which the defense applies is limited to the amount outstanding on the purchase as well as late charges and **Finance Charges** at the time the written demand is received by us.
3. This remedy is the only one you have against us. Your rights are limited to those circumstances outlined in California Civil Code 1747.90. Purchases with cash or check are not included in this section even though you used your Credit Card to validate your credit.
4. We cannot penalize you by either giving out unfavorable credit information about you or canceling or refusing to renew your Credit Card account solely because you obtained relief under the remedies you have for correcting billing errors.

## ATM DISCLOSURE

This part of the disclosure applies to use of your Credit Card to obtain cash advances on your Credit Card account at Automated Teller Machines (ATM). Please refer to your ATM Card disclosure for disclosures applicable to ATM use for purposes other than obtaining cash advances on Credit Card accounts.

You may use your Card and Personal Identification Number (PIN) to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user.

Advances at authorized ATM's are limited to a total of \$500.00 during any 24-hour period. This amount may be lower based on available credit balance or individual machine cash limitations.

### Documentation of Transactions

ATM cash advances using a credit card will be shown on your monthly statement mailed to your address of record. For this reason, always keep the Credit Union informed if your mailing address changes. You will have the option to receive a receipt each time you use your card. Always compare the receipt against your account record and statement.

### Credit Union Liability

Travis Credit Union shall be held liable for damages caused in the case of a failure on our part. However, if the action or failure to act was not intentional and resulted from a good faith error, even though we maintain procedures reasonably adapted to prevent such error, we shall be liable for only actual damages.

There are some exceptions to the extent of Travis Credit Union's liability. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to complete the electronic transaction and the transaction would go over the authorized credit limit.
2. If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire, flood, earthquake, labor disputes, power or computer failure) prevent the electronic transaction from being completed, despite reasonable precautions that we have taken.
6. If there are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.
7. In no event will the Credit Union be liable for consequential indirect costs or damages.

## **HOW TO CONTACT US**

Call (707) 449-4000 or (800) 877-8328 8:00 a.m. to 7:00 p.m., Monday through Friday or 9:00 a.m. to 5:00 p.m. on Saturdays, excluding holidays (Pacific Time)

You may also visit any Credit Union office or write us at the address below:

**Travis Credit Union**

**Attn: Card Services Department**

**P.O. Box 2069**

**Vacaville, CA 95696-2069**