



USC Credit Union Mastercard® Credit Card Agreement & Federal Truth-In-Lending Disclosure Statement

In this Agreement and Disclosure Statement, the words "I," "me," "my," and "mine" mean each and all of those who apply for or use the Credit Union Mastercard® Card and/or Mastercard Account. "Credit Union," "you," "your," and "yours" mean USC Credit Union. "Card" means the Mastercard Card issued to me and any duplicates and/or renewals you may issue. "Account" means my Mastercard Card Account with you.

By requesting and receiving, signing, using, or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

AUTHORIZATION AND PAYMENT: I authorize you to pay and charge my Account for all Purchases, Balance Transfers, and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases, Balance Transfers, and Cash Advances charged to my Account whether resulting from: (1) actual use of my Card or Convenience Checks; (2) mail order or telephone, computer, or other electronic Purchases or Cash Advances made without presenting the Card; or (3) any other circumstance where I authorize a charge or advance, or authorize someone else to make a charge or advance, to my Account (collectively, "authorized charges"). I promise to pay you or to your order in U.S. Dollars with an instrument drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on my Account, and any other charges and fees which I may owe you under the terms of this Agreement (collectively, the "Account Balance"). Payments will continue until I have paid the Account Balance in full.

FINANCE CHARGES: The FINANCE CHARGE for a billing cycle will be the sum of four (4) components:

1. **Cash Advance Fee and Introductory Balance Transfer Fee:** The first (1st) component of the FINANCE CHARGE is the Cash Advance Fee and the Introductory Balance Transfer Fee. Cash Advance transactions are subject to a Cash Advance Fee **FINANCE CHARGE** of two percent (2%) of the amount of the Advance that is posted to the Account during the billing cycle. However, the Cash Advance Fee shall not be less than \$10.00 nor greater than \$50.00 for each Cash Advance. Introductory Balance Transfer transactions (balance transfers that occur within the first six (6) months that your account is open) are subject to an Introductory Balance Transfer Fee **FINANCE CHARGE** of three percent (3%) of the total amount transferred during the first 6 months that your account is open or \$10.00, whichever is greater.
2. **Daily Periodic FINANCE CHARGE, Daily Periodic Rate, and Standard Variable ANNUAL PERCENTAGE RATE for Purchases:** The second (2nd) component of the FINANCE CHARGE is the Daily Periodic FINANCE CHARGE for Purchases. The Daily Periodic Rate used in calculating the Daily Periodic **FINANCE CHARGE** for Purchases is based upon the Prime Rate as published in the Money Rates section of the print edition of *The Wall Street Journal* (the "Index"). My standard variable **ANNUAL PERCENTAGE RATE** for Purchases is determined by adding the "Margin" for Purchases set forth on the enclosed Account Opening Table to the Index in effect as of the last business day of the month preceding the month of my Adjustment Date. The initial standard variable Daily Periodic Rate for Purchases in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table (the corresponding initial standard variable **ANNUAL PERCENTAGE RATE** for Purchases in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table).

My standard variable ANNUAL PERCENTAGE RATE for Purchases may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the standard variable ANNUAL PERCENTAGE RATE for Purchases will be related to a comparable Index as permitted under the Change in Terms paragraph below. You may waive an increase in the ANNUAL PERCENTAGE RATE for Purchases when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE for Purchases at a future date when entitled to do so.

My standard variable ANNUAL PERCENTAGE RATE for Purchases is subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last business day of January shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Purchases change effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last business day of December shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Purchases change effective on the billing closing date in January of the following year.

There is no maximum standard variable ANNUAL PERCENTAGE RATE for Purchases during the term of this Agreement, except that the maximum standard variable ANNUAL PERCENTAGE RATE for Purchases shall not exceed the maximum ANNUAL PERCENTAGE RATE permitted under applicable law. There is no minimum standard variable ANNUAL PERCENTAGE RATE for Purchases during the term of this Agreement. There are no annual or other limitations on changes in the standard variable ANNUAL PERCENTAGE RATE for Purchases during the term of this Agreement. Decreases in the standard variable ANNUAL PERCENTAGE RATE for Purchases in accordance with the terms of this Agreement are mandatory. Increases in the standard variable ANNUAL PERCENTAGE RATE for Purchases in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE for Purchases will result in changes in the amount of the payments required to repay the Account Balance.

The Daily Periodic Rate for Purchases is determined by dividing the ANNUAL PERCENTAGE RATE for Purchases by 365 and will change when the ANNUAL PERCENTAGE RATE for Purchases changes.

3. **Daily Periodic FINANCE CHARGE, Daily Periodic Rate, and Standard Variable ANNUAL PERCENTAGE RATE for Balance Transfers:** The third (3rd) component of the FINANCE CHARGE is the Daily Periodic FINANCE CHARGE for Balance Transfers. The Daily Periodic Rate used in calculating the Daily Periodic **FINANCE CHARGE** for Balance Transfers is based upon the Prime Rate as published in the Money Rates section of the print edition of *The Wall Street Journal* (the "Index"). My standard variable **ANNUAL PERCENTAGE RATE** for Balance Transfers is determined by adding the "Margin" for Balance Transfers set forth on the enclosed Account Opening Table to the Index in effect as of the last business day of the month preceding the month of my Adjustment Date. The initial standard variable Daily Periodic Rate for Balance Transfers in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table (the corresponding initial standard variable **ANNUAL PERCENTAGE RATE** for Balance Transfers in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table).

My standard variable ANNUAL PERCENTAGE RATE for Balance Transfers may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers will be related to a comparable Index as permitted under the Change in Terms paragraph below. You may waive an increase in the ANNUAL PERCENTAGE RATE for Balance Transfers when such an increase can be made, but such a waiver shall not be construed as a

waiver of your right to increase the ANNUAL PERCENTAGE RATE for Balance Transfers at a future date when entitled to do so.

My standard variable ANNUAL PERCENTAGE RATE for Balance Transfers is subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last business day of January shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers change effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last business day of December shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers change effective on the billing closing date in January of the following year.

There is no maximum standard variable ANNUAL PERCENTAGE RATE for Balance Transfers during the term of this Agreement, except that the maximum standard variable ANNUAL PERCENTAGE RATE for Balance Transfers shall not exceed the maximum ANNUAL PERCENTAGE RATE permitted under applicable law. There is no minimum standard variable ANNUAL PERCENTAGE RATE for Balance Transfers during the term of this Agreement. There are no annual or other limitations on changes in the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers during the term of this Agreement. Decreases in the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers in accordance with the terms of this Agreement are mandatory. Increases in the standard variable ANNUAL PERCENTAGE RATE for Balance Transfers in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE for Balance Transfers will result in changes in the amount of the payments required to repay the Account Balance.

The Daily Periodic Rate for Balance Transfers is determined by dividing the ANNUAL PERCENTAGE RATE for Balance Transfers by 365 and will change when the ANNUAL PERCENTAGE RATE for Balance Transfers changes.

4. Daily Periodic FINANCE CHARGE, Daily Periodic Rate, and Standard Variable ANNUAL PERCENTAGE RATE for Cash Advances: The fourth (4th) component of the FINANCE CHARGE is the Daily Periodic FINANCE CHARGE for Cash Advances. The Daily Periodic Rate used in calculating the Daily Periodic **FINANCE CHARGE** for Cash Advances is based upon the Prime Rate as published in the Money Rates section of the print edition of *The Wall Street Journal* (the "Index"). My standard variable **ANNUAL PERCENTAGE RATE** for Cash Advances is determined by adding the "Margin" for Cash Advances set forth on the enclosed Account Opening Table to the Index in effect as of the last business day of the month proceeding the month of my Adjustment Date. The initial standard variable Daily Periodic Rate for Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table (the corresponding initial standard variable **ANNUAL PERCENTAGE RATE** for Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Account Opening Table).

My standard variable ANNUAL PERCENTAGE RATE for Cash Advances may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the standard variable ANNUAL PERCENTAGE RATE for Cash Advances will be related to a comparable Index as permitted under the Change in Terms paragraph below. You may waive an increase in the ANNUAL PERCENTAGE RATE for Cash Advances when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE for Cash Advances at a future date when entitled to do so.

My standard variable ANNUAL PERCENTAGE RATE for Cash Advances is subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last business day of January shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Cash Advances change effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last business day of December shall be used to calculate the standard variable ANNUAL PERCENTAGE RATE for Cash Advances change effective on the billing closing date in January of the following year.

There is no maximum standard variable ANNUAL PERCENTAGE RATE for Cash Advances during the term of this Agreement, except that the maximum standard variable ANNUAL PERCENTAGE RATE for Cash Advances shall not exceed the maximum ANNUAL PERCENTAGE RATE permitted under applicable law. There is no minimum standard variable ANNUAL PERCENTAGE RATE for Cash Advances during the term of this Agreement. There are no annual or other limitations on changes in the standard variable ANNUAL PERCENTAGE RATE for Cash Advances during the term of this Agreement. Decreases in the standard variable ANNUAL PERCENTAGE RATE for Cash Advances in accordance with the terms of this Agreement are mandatory. Increases in the standard variable ANNUAL PERCENTAGE RATE for Cash Advances in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE for Cash Advances will result in changes in the amount of the payments required to repay the Account Balance.

The Daily Periodic Rate for Cash Advances is determined by dividing the ANNUAL PERCENTAGE RATE for Cash Advances by 365 and will change when the ANNUAL PERCENTAGE RATE for Cash Advances changes.

MINIMUM MONTHLY FINANCE CHARGE: The Minimum Monthly FINANCE CHARGE is \$0.50.

PENALTY ANNUAL PERCENTAGE RATE: Except during the first year that my Account is open, if I make a late payment in two (2) or more consecutive billing cycles, FINANCE CHARGES on Purchases, Balance Transfers, and Cash Advances may be imposed on new transactions at the variable Penalty ANNUAL PERCENTAGE RATES set forth below. However, if, at any time, you have not received a required Minimum Monthly Payment within sixty (60) days after the due date for that payment, FINANCE CHARGES on Purchases, Balance Transfers, and Cash Advances may be imposed on existing balances and new transactions at the variable Penalty ANNUAL PERCENTAGE RATES set forth below. If my ANNUAL PERCENTAGE RATES have been increased to the applicable variable Penalty ANNUAL PERCENTAGE RATES on existing balances and new transactions because you have not received a required Minimum Monthly Payment within sixty (60) days after the due date for that payment, you will reduce the Penalty ANNUAL PERCENTAGE RATES to the ANNUAL PERCENTAGE RATES that should otherwise apply as determined in accordance with this terms of this Agreement with respect to transactions that occurred prior to or within fourteen (14) days after you provided me with notice of such increase, provided that you receive six (6) consecutive required minimum monthly payments on or before the payment due date beginning with the first payment due following the effective date of such increase. In addition to the above, you may impose the variable Penalty ANNUAL PERCENTAGE RATES as otherwise permissible under applicable law.

The variable Penalty **ANNUAL PERCENTAGE RATE** for Purchases is determined by adding 200 basis points (2.00%) to the standard variable **ANNUAL PERCENTAGE RATE** for Purchases. The initial variable Penalty Daily Periodic Rate for Purchases that would apply if the variable Penalty **ANNUAL PERCENTAGE RATE** was triggered is set forth on the enclosed Account Opening Table (the corresponding initial variable Penalty **ANNUAL PERCENTAGE RATE** for Purchases that would apply is set forth on the enclosed Account Opening Table).

The variable Penalty **ANNUAL PERCENTAGE RATE** for Balance Transfers is determined by adding 200 basis points (2.00%) to the standard variable **ANNUAL PERCENTAGE RATE** for Balance Transfers. The initial variable Penalty Daily Periodic Rate for Balance Transfers that would apply if the variable Penalty **ANNUAL PERCENTAGE RATE** was triggered is set forth on the enclosed Account Opening Table (the corresponding initial variable Penalty **ANNUAL PERCENTAGE RATE** for Balance Transfers that would apply is set forth on the enclosed Account Opening Table).

The variable Penalty **ANNUAL PERCENTAGE RATE** for Cash Advances is determined by adding 200 basis points (2.00%) to the standard variable **ANNUAL PERCENTAGE RATE** for Cash Advances. The initial variable Penalty Daily Periodic Rate for Cash Advances that would apply if the variable Penalty **ANNUAL PERCENTAGE RATE** was triggered is set forth on the enclosed Account Opening Table (the corresponding initial variable Penalty **ANNUAL PERCENTAGE RATE** for Cash Advances that would apply is set forth on the enclosed Account Opening Table).

The variable Penalty ANNUAL PERCENTAGE RATES for Purchases, Cash Advances, and Balance Transfers may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the variable Penalty ANNUAL PERCENTAGE RATES will be related to a comparable Index as permitted under the Change in Terms paragraph below. You may waive an increase in the variable Penalty ANNUAL PERCENTAGE RATES when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the variable Penalty ANNUAL PERCENTAGE RATES at a future date when entitled to do so.

The variable Penalty ANNUAL PERCENTAGE RATES are subject to change monthly on the billing closing date. These dates shall be known as "Adjustment Dates." For example, the Index in effect on the last business day of January shall be used to calculate the variable Penalty ANNUAL PERCENTAGE RATES change effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last business day of December shall be used to calculate the variable Penalty ANNUAL PERCENTAGE RATES change effective on the billing closing date in January of the following year.

There are no maximum variable Penalty ANNUAL PERCENTAGE RATES during the term of this Agreement, except that the maximum variable Penalty ANNUAL PERCENTAGE RATES shall not exceed the maximum ANNUAL PERCENTAGE RATES permitted under applicable law. There are no minimum variable Penalty ANNUAL PERCENTAGE RATES during the term of this Agreement. There are no annual or other limitations on changes in the variable Penalty ANNUAL PERCENTAGE RATES during the term of this Agreement. Decreases in the variable Penalty ANNUAL PERCENTAGE RATES in accordance with the terms of this Agreement are mandatory. Increases in the variable Penalty ANNUAL PERCENTAGE RATES in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the variable Penalty ANNUAL PERCENTAGE RATES will result in changes in the amount of the payments required to repay the Account Balance.

The Daily Penalty Periodic Rates are determined by dividing the variable Penalty ANNUAL PERCENTAGE RATES by 365 and will change when the variable Penalty ANNUAL PERCENTAGE RATES change.

Notwithstanding anything else herein to the contrary, I understand that your right to increase my ANNUAL PERCENTAGE RATES to the variable Penalty ANNUAL PERCENTAGE RATES is in addition to any other rights you may have, including the right to terminate my account upon my default.

HOW TO COMPUTE THE PURCHASE BALANCE UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:

Average Daily Balance Method (including current transactions). You will figure the interest charge on my Account by applying the Daily Periodic Rate for Purchases to the Average Daily Balance of Purchases. To get the "Average Daily Balance of Purchases," you will take the beginning balance of my Account each day, add any new Purchases and subtract any unpaid interest or other FINANCE CHARGES and any payments or credits. This gives you the Daily Balance of Purchases. Then, you will add up all the Daily Balances of Purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "Average Daily Balance of Purchases."

I have a 27-day grace period from the close of the statement period to pay the New Balance of Purchases without incurring additional FINANCE CHARGES.

HOW TO COMPUTE THE CASH ADVANCE BALANCE UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:

Average Daily Balance Method (including current transactions). You will figure the interest charge on my Account by applying the Daily Periodic Rate for Cash Advances to the Average Daily Balance of Cash Advances. To get the "Average Daily Balance of Cash Advances," you will take the beginning balance of my Account each day, add any new Cash Advances and subtract any unpaid interest or other FINANCE CHARGES and any payments or credits. This gives you the Daily Balance of Cash Advances. Then, you will add up all the Daily Balances of Cash Advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "Average Daily Balance of Cash Advances."

FINANCE CHARGES on Cash Advances begin to accrue on the date the Cash Advance is posted to the Account. This means that there is no grace period for Cash Advances.

HOW TO COMPUTE THE BALANCE TRANSFER BALANCE UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:

Average Daily Balance Method (including current transactions). You will figure the interest charge on my Account by applying the Daily Periodic Rate for Balance Transfers to the Average Daily Balance of Balance Transfers. To get the "Average Daily Balance of Balance Transfers," you will take the beginning balance of my Account each day, add any new Balance Transfers and subtract any unpaid interest or other FINANCE CHARGES and any payments or credits. This gives you the Daily Balance of Balance Transfers. Then, you will add up all the Daily Balances of Balance Transfers for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "Average Daily Balance of Balance Transfers."

FINANCE CHARGES on Balance Transfers begin to accrue on the date the Balance Transfer is posted to the Account. This means that there is no grace period for Balance Transfers.

MINIMUM PAYMENT: Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or share draft account. I may, of course, pay more frequently, pay more, or pay the New Balance in full, and I will reduce my periodic FINANCE CHARGE by doing so. The Minimum Payment Due will be either: (a) 3% of my New Balance or \$10.00, whichever is greater; or (b) my New Balance, if it is less than \$10.00. In addition, every month I must pay any amount on my periodic statement listed as past due or over the Credit Limit, and I must pay any late charge.

I understand and agree that any Payment made by me will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid Periodic FINANCE CHARGES due on Purchases, Balance Transfers, and Cash Advances; (c) outstanding principal balances of Purchases, Balance Transfers, and Cash Advances previously billed; and (d) current Purchases, Balance Transfers, and Cash Advances. However, any portion of my payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest ANNUAL PERCENTAGE RATE and any remaining portion will be applied to the other balances in descending order based upon the applicable ANNUAL PERCENTAGE RATE.

You will credit my payments upon receipt as required by applicable law; however, I agree that if my payment is in any form other than cash, you may delay in posting such payment to my account and delay in replenishing my Credit Limit until you actually collect the funds. I understand that I must pay FINANCE CHARGES and other fees and charges with respect to such payment if it is returned unpaid.

LATE CHARGE: You will charge a Late Charge of \$10.00 with respect to any monthly billing cycle as a late payment charge on the Minimum Payment Due that is not paid within 10 days after the Payment Due Date. However, the late charge shall not exceed the maximum amount permitted under applicable state law.

RETURNED PAYMENT FEE: You will charge a Returned Payment Fee of the lesser of \$24.00 or the amount of the Minimum Payment Due with respect to any payment item you receive that cannot be paid and/or must be returned for insufficient funds.

PURCHASES AND ADVANCES: I may make Purchases and request Balance Transfers and Cash Advances in accordance with your then-current loan policies. My

Purchases may not exceed my Credit Limit. Balance Transfers and Cash Advances are limited to no more than fifty percent (50%) of my Credit Limit, except that Cash Advance transactions conducted at an Automated Teller Machine (ATM) are subject to a single transaction limit of \$505.00 per transaction with a daily limit of \$505.00. The minimum Balance Transfer amount is \$50.00. I understand and agree that all Purchases, Balance Transfers, and Cash Advances, and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are subject to your approval.

USING THE CARD: To make a Purchase or obtain a Cash Advance, there are two alternative procedures to be followed. One is for me to present the Card or Card number to a participating Mastercard plan merchant or to you or to another financial institution, and sign or authorize a sales or Cash Advance draft. The other is to complete the transaction by using my Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Mastercard system.

My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

ELECTRONIC FUND TRANSFER: In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

FOREIGN TRANSACTIONS: Purchases, Cash Advances, and credits made in foreign currencies will be billed to my Account in U.S. Dollars. The conversion to U.S. Dollars will be made in accordance with the Mastercard operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing such transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference. Foreign transactions include those processed by a merchant overseas, even if I initiated the transaction while here in the United States (e.g., Internet transactions).

PREPAYMENT OR IRREGULAR PAYMENTS: Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my Account Balance at any time without penalty. I also understand and agree that I will only be charged FINANCE CHARGES to the date I repay my entire Account Balance.

I may make larger payments without penalty, and this may reduce the total amount of FINANCE CHARGES that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my loan will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my Account Balance will (a) increase or (b) decrease my Monthly Periodic FINANCE CHARGE.

PAYMENTS BY AUTOMATIC TRANSFER: If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account from which the scheduled payment was to be made. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account Balance is paid in full. You may cancel this service at your discretion.

DEFAULT: I will be in default if: (1) I do not pay on time or in the proper amount(s); (2) I fail to abide by any of the terms of this Agreement; (3) my creditworthiness is impaired; or (4) I die, become insolvent, or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement, I agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. I understand and agree that FINANCE CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement and Disclosure Statement will continue to accrue until I repay my entire Account Balance.

ACCELERATION AND COLLECTION COSTS: Upon my default, I understand and agree that you have the right to temporarily or permanently suspend any and all Account and Card privileges and/or you may demand immediate payment of the Account Balance and your collection costs, reasonable attorneys' fees, and court costs (collectively, "Collection-Related Charges"). I understand and agree that I will be subject to FINANCE CHARGES (at the applicable Daily Periodic Rate), late charges, over limit fees, and Collection-Related Charges under the terms disclosed in this Agreement, until I repay my entire Account Balance.

RESPONSIBILITY: I agree to repay you according to the terms of this Agreement for all Purchases, Balance Transfers, Cash Advances, FINANCE CHARGES, late charges, and other fees, if any, arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you. My obligation to pay the Account Balance continues even though an agreement, divorce decree, or other court judgment to which you are not a party may direct me or one of the other persons responsible to pay the Account. If this is a joint account, each person who uses the Account and/or Card is jointly and severally responsible with me for charges he or she makes, even if the Account and/ or Card is used only by one of us. I am liable to pay the entire balance of the Account even if the joint accountholder is ordered by a court to pay you or if the joint accountholder fails to pay you as ordered by the court. I understand that my account status will continue to be reported to credit bureaus under each account holder's name. The delivery of notices or billing statements to any account holder constitutes notice to each account holder. You may rely on instructions given by any account holder. The Cards remain your property and I must recover and surrender to you all Cards upon your request and/or upon termination of this Account.

AUTHORIZED USERS: I may request additional Cards for authorized users. I must pay you for all charges made by authorized users. I must pay you even if I did not intend to be responsible for those charges. I must notify you to withdraw any permission I gave to an authorized user to use my Account.

UNAUTHORIZED USE: If I notice the loss or theft of my Card, Account number, or PIN, or a possible unauthorized use of my Card, I should call you immediately at the number listed on my periodic statement. I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50.00. My liability may be lower in cases of Mastercard Credit Card fraud in accordance with current Mastercard U.S.A., Inc. Operating Regulations and such liability may not apply when the Account and/or Card is used to make an electronic transfer.

TERMINATION: You may terminate this Agreement upon my default. Either you or I may terminate this Agreement for other good cause. In no event shall any termination relieve me of my obligation to repay the Account Balance. I agree to return all the Cards issued to me or any party designated by me.

PLEDGE OF SHARES: If I have signed a separate Share Pledge Agreement, I understand and agree that I am pledging, under the Uniform Commercial Code, shares now or in the future on deposit in my regular share account(s) up to my Credit Limit. I understand that I must, at all times, keep a sum equal to my Credit Limit on deposit in my regular share account(s) until I repay my entire Account Balance and the Account is terminated. I understand and agree that this security interest will cover future Purchases, Cash Advances, and Balance Transfers under this Agreement. If I default, you may apply these shares to repay my loan in accordance with federal or other law. I understand that the ANNUAL PERCENTAGE RATE quoted above does not take into account the amount pledged in my regular share account(s).

TRANSACTION SLIPS: My periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, Cash Advance, credit, or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my periodic statement. You may make a reasonable charge for any photocopies or slips I request.

PLAN MERCHANT DISPUTES: You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and: (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50.00 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant.

RETURNS AND ADJUSTMENTS: Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

SURRENDER OF CARD(S): The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the Account.

PAYMENTS MARKED "PAYMENT IN FULL.:" You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

DELAY IN ENFORCEMENT: You can delay enforcing any of your rights under this Agreement without losing them.

GOVERNING LAW: I understand and agree that 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. I 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.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "Additional Disclosure – Federal Truth-in-Lending Act" that is delivered together with this form is an integrated part of the Agreement.

MEMBERSHIP REQUIREMENT: I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account and/or Card privileges, including future Purchases, Balance Transfers, and Cash Advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not maintain my membership with you.

CHANGE OF TERMS: This Agreement is the contract that applies to all transactions on the Account even though the sales, Cash Advance, credit, or other slips I sign or receive may contain different terms. I understand and agree that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions in accordance with applicable law.

CREDIT INFORMATION: I authorize you to investigate my credit standing when opening, renewing, or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law.

CHANGE OF NAME, ADDRESS, OR EMPLOYMENT STATUS: I understand and agree that I must report to you any change in my name, address, or employment status.

ACCURACY OF INFORMATION: The information provided in my request for credit (application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the application. I understand that it is a violation of Section 1014, Title 18, United States Code to make false statements or overvalue security for the purpose of influencing the action of any federally insured credit union. You may gather whatever credit and/or employment information you deem necessary and appropriate from time to time, and you may give information concerning your credit experience with me to others.

ADDITIONAL TERMS APPLICABLE TO MASTERCARD CHECKS:

CHECK USES: I can use the Mastercard Convenience Checks ("Checks" or "Check") to purchase goods and services. Use of the Checks is a Cash Advance on my Account and will be subject to the terms and conditions applicable to Cash Advances under this Agreement.

LIMITATIONS: You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if, at the time the Check is presented, I am in default or you have suspended, terminated, or canceled the Account. Each Check must be in the form you have issued to me. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. I am responsible for all authorized use of the Checks. I may not use the Checks to pay any amount which I owe you pursuant to this Agreement.

PERIODIC STATEMENTS: My periodic statement will show me an itemization of the Checks posted to the Account during the billing cycle. Checks paid by you will not be returned to me with my periodic statement.

RETURNED CHECK FEE: You will charge a fee per returned Check, which will be billed to the Account if my Check cannot be paid.

STOP PAYMENT: Provided such notice is timely so that you shall have reasonable opportunity to act upon it under your rules, I may order stop payment on a check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. I have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. You will charge a fee per Check when I place a stop payment on my Check(s), which will be billed to my Account.

SURRENDER OF MASTERCARD CHECKS: The Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

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

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

MY BILLING RIGHTS

Keep this Document for Future Use

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF I FIND A MISTAKE ON MY STATEMENT:

If I think there is an error on my statement, write to you at the address on my periodic statement.

In my letter, I should give you the following information:

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

I must contact you:

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

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

WHAT WILL HAPPEN AFTER YOU RECEIVE MY LETTER:

When you receive my letter, you must do two things:

- Within 30 days of receiving my letter, you must tell me that you received my letter. You must also tell me if you have already corrected the error.
- Within 90 days of receiving my letter, you must either correct the error or explain to me why you believe the bill is correct.

While you investigate whether or not there has been an error:

- You cannot try to collect the amount in question or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

After you finish your investigation, one of two things will happen:

- If you made a mistake: I will not have to pay the amount in question, or any interest or other fees related to that amount.
- If you do not believe there was a mistake: I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us.

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

MY RIGHTS IF I AM DISSATISFIED WITH MY CREDIT CARD PURCHASES:

If I am dissatisfied with the goods or services that I have purchased with my Card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not yet have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, contact us in writing at the address on my periodic statement.

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

CONTACT US

BY PHONE: (877) 670-5860

BY FAX: (213) 821-7151

BY EMAIL: 24 HOURS A DAY/7 DAYS A WEEK USCCU@USCCREDITUNION.ORG

BY MAIL: PLEASE ADDRESS ALL CORRESPONDENCE TO:

USC CREDIT UNION

P.O. BOX 512718

LOS ANGELES, CA 90051-0718

LOCATIONS

HOURS: 9AM - 5PM M-F

FLOWER STREET BRANCH

3720 S. FLOWER ST., 1ST FLOOR

LOS ANGELES, CALIFORNIA 90089

CAMPUS CENTER BRANCH

3601 TROUSDALE PARKWAY, STE. 106

LOS ANGELES, CALIFORNIA 90089-2280

HEALTH SCIENCES CAMPUS BRANCH

1969 ZONAL AVE., STE. 101B

LOS ANGELES, CALIFORNIA 90033

UNIVERSITY VILLAGE BRANCH

3096 S MCCLINTOCK AVE, ST. 1430

LOS ANGELES, CA 90089

QUESTIONS OR COMMENTS?

THE SUPERVISORY COMMITTEE IS AVAILABLE TO ANSWER YOUR QUESTIONS OR COMMENTS. PLEASE WRITE TO THEM AT:
SUPERVISORYCOMMITTEE@USCCREDITUNION.ORG OR 620 W. MCCARTHY WAY UNIT #24, LOS ANGELES, CA 90007



This credit union is federally insured by the National Credit Union Administration
www.USCcreditunion.org