



Credit Card Agreement and Truth-in-Lending Disclosure

In this Agreement, the words **you** and **your** mean each and all of those who are approved for the credit card account. **Card** means the Visa® Credit Card and any duplicates and renewals we issue. **Account** means your open-end credit card Account with us, whether the Account is accessed using a Card, the number embossed on the Card, special checks we may issue that allow you to access the Account, or other devices such as mobile apps that allow you to initiate credit transactions to the Account. **We, us, and ours** mean SAFE Credit Union (“SAFE”).

This agreement applies to SAFE Platinum Visa Credit Card, SAFE Platinum Cash Rewards Visa Credit Card, SAFE Cash Rewards Visa Signature® Credit Card, and SAFE Platinum Secured Visa Credit Card.

Agreement: By applying for, using, or permitting others to use the Card or Account, you agree to the terms and conditions contained in this Agreement. If you do not agree to these terms and conditions, DO NOT USE the Card and notify us immediately that you wish to cancel your Account.

Using Your Account: You can use your Account in the following ways. Other methods of accessing your Account for transactions may become available in the future.

- (a) You can present your Card or Card number to initiate purchase and cash advance transactions with merchants and others who honor Visa cards. For remote transactions such as purchases made over the telephone or online, you may need to provide the Card expiration date and security code. If you give your Account information to a third party to authorize recurring payments, such as gym membership dues, you must notify the third party when you revoke your authorization.
- (b) You can input your Account information into mobile payment applications, such as Apple Pay® and Google Pay™, on mobile devices and use those payment applications to initiate payments. These payments will be treated as purchases for purposes of accrual of interest on your Account balance.
- (c) You can write special checks we may, from time to time, issue on your Account to any lawful payee. Use of special checks will be treated as cash advances for purposes of accrual of interest on your Account balance. The following rules apply to use of special checks: (i) You can stop payment on a special check if you submit a stop payment request to us at least 24 hours before the check is presented to us for payment by the payee. You must give us the Account number, special check number, and exact amount of the check. If this information is not absolutely accurate, we will not be liable for failure to stop the payment because our automated payment system may not be able to find the check. (ii) The fee for stopping payment on a special check is the same as for stopping payment on a SAFE check (share draft). Please refer to the SAFE Fee Schedule. (iii) We operate in an automated processing environment and do not physically examine signatures on special checks. You must report any unauthorized special check no later than 60 days after the first billing statement on which it appears, or we will not be responsible for any loss resulting from payment of the check. (iv) Merchants may convert special checks you write to electronic (automated clearinghouse/ACH) payments; for example: special checks you write to pay bills (ARC [accounts receivable] entries) or to pay merchants for goods or services (POP [point-of-purchase] entries and BOC [back office conversion entries]). Payees and merchants who may convert your special checks to ACH entries are required to notify you in writing that they may do so. Your rights and responsibilities with respect to all ACH entries are governed by California law, Consumer Financial Protection Bureau, Regulation E, and ACH rules.
- (d) You can use your Card and PIN at SAFE ATMs and other ATMs that honor Visa Cards to obtain a cash advance. Cash advance fees apply to the use of your Card at ATMs. In addition, if you use an ATM that is not operated by SAFE, that ATM operator may charge a fee for use of their ATM, which they are required by law to disclose to you before you become obligated to pay. The following rules apply to ATM cash advances using your Visa Card: (i) The amount of cash you can obtain may be limited by your available credit or limits set by the operator of the ATM you are using. (ii) We will not be liable to you if the transaction is declined due to you not having sufficient available credit, the ATM you were using was not working properly, your Card or PIN is subject to a block, or circumstances beyond our control such as fire, flood, or failure of a central processing facility. (iii) Use common sense and reasonable care in using ATMs, especially at night. We cannot guarantee the safety of any ATM location.

- (e) Certain types of transactions may be coded as cash advances by the merchant to which you present your Card or Account number. We will treat these transactions as cash advances for purposes of accrual of interest on your Account balance. Examples of such transactions include, but are not limited to, (i) wire transfers, (ii) money order purchases, (iii) bets, (iv) lottery tickets, and (v) casino gaming chips.

Our Right to Refuse to Honor Transactions: We may refuse to honor transactions initiated on your Account for any lawful reason, including but not limited to the following: (a) you are in default on the Account or any other obligation you have to SAFE, (b) a merchant hold causes you to reach or exceed your credit limit or the transaction would otherwise cause you to exceed your credit limit, or (c) we reasonably suspect the transaction is illegal or fraudulent. If we detect unusual or suspicious activity, we may decline to authorize a transaction or suspend access to your Account until we can verify that the suspicious transaction is authorized. If you plan to travel or make large purchases, the risk that your transaction will be declined may be reduced if you notify us of your plans in advance.

Prohibition Against Illegal Transactions: You agree you will not use or permit others to use the Card or Account for transactions that violate applicable laws or regulations. For example, you will not use or permit use of the Card for illegal online gambling. By initiating or allowing others to initiate a transaction using the Card or Account, you warrant to us that the transaction is lawful. We have the right, but not the obligation, to refuse to honor any transaction we reasonably believe to be illegal. You cannot use the actual or alleged illegality of an authorized transaction as a defense to your obligation to pay what you owe. You agree that you will at your sole cost defend, indemnify and hold SAFE harmless from any claim to which we become subject as a result of the use of your Account for actual or alleged illegal transactions.

Honest Dealing: You agree to promptly notify us any changes in your name, address, e-mail address, or telephone numbers(s). You may notify us through SAFE Online Banking, write to us separately, call us, or complete the Address/Phone Number Change section provided on your monthly statement. You agree that SAFE can correct clerical errors, including but not limited to errors in rates and fees quoted to you, provided we do so in good faith.

Credit Limit: We will set your credit limit based on our evaluation of your creditworthiness and our policies. In some cases, the assessment of interest or fees may cause your Account balance to exceed your credit limit. You agree to repay any amount by which your Account balance exceeds your credit limit immediately upon our demand. We may change your credit limit or terminate your Account based on a variety of factors, such as your payment and transaction history with us and information we receive from third parties, including credit reporting agencies. You may request an increase in your credit limit by submitting an application.

Changes in Terms: We reserve the right to make changes to this Agreement from time to time by sending you any advance written notice required by law and subject to legal requirements. Changes may include, but are not necessarily limited to, changes in the interest rate, fees, and other terms. By keeping the Account open after the effective date of the changes, you consent to the changes. You agree that if we change your Card and/or Account number in connection with a Card reissue, replacement of a lost or stolen Card or other permissible reason, we have permission to notify Visa. For participating merchants, the Visa Account Updater service will automatically update your Card and Account number so that any transactions you have already authorized and payment services to which you have linked your Account (for example PayPal or Apple Pay) will continue uninterrupted.

Responsibility for Payment: You agree to repay purchases, balance transfers, and cash advances initiated by you or any person to whom you have given permission to use the Account plus associated interest and fees. By making your Card, Card number, or any other access device available to a person, you are making that person a Permissive User of your Account and he/she can initiate any transaction you could initiate yourself, even if it exceeds the scope of your permission. If you submit an authenticated written request to issue a Card to a person other than yourself, we will issue the Card per your request and that person will become an Authorized Cardholder of your Account. You are responsible for repayment of all transactions initiated by Permissive Users and Authorized Cardholders plus associated interest and fees. We are not subject to agreements between you and Permissive Users or Authorized Cardholders limiting their use of your Card or the Account unless we have agreed in writing to establish a limit on an Authorized Cardholder's Card that is lower than the limit on the Account. 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 you or one of the other persons responsible to pay the Account. We reserve the right to decline to issue Authorized Cardholder Cards for any lawful reason. If you want to terminate an Authorized Cardholder's use of the Account, you must notify us in writing. You will remain responsible for all the Authorized Cardholder's transactions initiated prior to our receipt of your written notice.

Payments: Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. Payments must be made in U.S dollars using payment instruments drawn on U.S. financial institutions.

You may pay more frequently, pay more than the minimum payment, or pay the total new balance in full. If you make extra or larger payments than the minimum payment, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment will either be 2% of the new balance on the date of cycle closing or \$10, whichever is greater. If the new balance is less than \$10, you only pay that amount. In addition to the minimum payment due, you agree to pay any amount which is past due or over limit immediately.

Payments will be applied as follows: We will apply your payments first to finance charges (which include interest, cash advance and balance transfer fees, and foreign transaction fees), then to late fees (if any), and then to the principal balance. If your account has balances with different APRs, we will allocate the amount of your payment equal to the minimum payment due to the lowest APR balances first. Payment amounts in excess of your minimum payment due will be applied to balances with higher APRs before balances with lower APRs.

All payments will be posted to your Account as of the date we receive them, provided we receive them before close of business on any business day. Payments received after the close of business on any business day will be credited on the next business day. If a non-cash payment instrument presented for payment on your Account is returned unpaid, we reserve the right to charge interest on the Account retroactively to the date on which we credited the returned payment. All non-cash payments are subject to verification and collection by us. We reserve the right to delay restoration of your Credit Limit for the maximum time allowed by law.

Statements: You will receive a billing statement each month there is a balance on your Account for the amounts due under this Agreement. If you elect to receive your billing statement electronically, you will receive an email notification alerting you when your eStatement is ready to view online. Failure to receive a billing statement or email notification does not relieve you from making any required minimum payment. To receive your monthly statement electronically, you can enroll in eStatements through SAFE Online Banking.

Interest Charges: You have a grace period of 25 days from the statement date to pay your statement balance in full before interest is assessed on the purchase balance. If you do not pay your statement balance in full by the payment due date, you will be charged interest on the then outstanding purchase balance and on future purchases from the transaction date. We will begin charging interest on cash advances and balance transfers as of the transaction date.

We figure the interest charge on your Account by applying the periodic rate to the "average daily balance" of your Account. The periodic rate is the Annual Percentage Rate assigned to your Account divided by the number of days in the calendar year and multiplied by the number of days in the billing cycle. To get the "average daily balance," we take the beginning balance of your Account each day, add any new purchases, advances and fees, and subtract any unpaid interest and other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Interest Rate Information: The Annual Percentage Rates (APRs) applicable to purchases, cash advances, and balance transfers that will apply to your Account, along with information about how your variable APR will be calculated and fee information, were disclosed to you in the Truth-in-Lending Disclosure provided to you with this Agreement when you opened this Account. Variable APRs may change monthly at the beginning of each billing cycle based on the movements of the Index. The Index is the prime rate correctly published in the Wall Street Journal, Western Edition, on the 15th calendar day of the month prior to the rate adjustment. If the 15th day of the month is not a business day, the prime rate published on the next business day will be used. Your variable APR will be determined by adding the margin assigned to your Account (also disclosed to you in the Truth-in-Lending Disclosure) to the Index.

Introductory APR: At our option, the initial APR on your Account for certain types of transactions may be a discounted APR (Introductory APR) that is lower than the APR that would ordinarily apply for that type of transaction. If an Introductory APR applies to your Account, the Introductory APR and the period of time it will be effective are shown on the Truth-in-Lending Disclosure. After the Introductory APR period expires, the APR will automatically increase to equal the Index in effect at the end of the Introductory APR period plus your margin.

Promotional APR: At our option, special promotions may be offered from time to time. The specific terms will be provided at the time of the offer. Generally, the promotional APR will only apply to select transactions (i.e., purchases and balance transfers) during the promotional period. The APR for all other transactions, not outlined in the promotion as eligible for the promotional APR, will remain unchanged.

If your required minimum payment is not received within 60 days of the due date, we may end your Introductory and Promotional APRs, including your promotional Balance Transfer APR, until six consecutive payments are made on time.

Late Payment Fee: A late payment fee of the lesser of \$15 or the minimum payment due on your Account will be added to your balance if your required minimum payment is not received within 15 days after the due date.

Other Fees: The fees associated with your Account are contained in the Disclosure accompanying this Agreement at the time you established the Account.

The following additional fees may be imposed:

- Copy of Sales Draft or Transaction Receipt: \$15.00
- Express Replacement Card: \$25.00
- Special Check Stop Payment: \$30.00
- Replacement Card: \$10.00
(waived for Capitol Club, Perfect Cents Checking, and Prestige Checking)

Credits: Merchants who honor your Card and give you credit for returns or adjustments will provide us with a credit which we will post to your Account. If your credits and payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances or refund it upon your written request if it is \$1 or more. Any credit balance not cleared within 30 days will be transferred to your Share Savings Account.

Foreign Transactions: Purchases and cash advances made in foreign currencies will be charged to your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either a wholesale market rate or the government mandated rate in effect one day prior to the date processed by Visa. At the time of the conversion, the network processing the transaction may impose a fee for this service. You agree that the transaction amount as converted by the network may be charged to your Account, as well as any conversion charges which are imposed.

A fee, calculated in U.S. dollars, may be imposed on all foreign transactions, including purchases, cash advances and credits to your Account. A foreign transaction is any transaction that you complete or a merchant completes on your Card outside the United States, except for U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The fee will equal that assessed by Visa International and will generally be 1% of the transaction amount in U.S. dollars if your transaction is conducted in a foreign currency, or 0.80% of the transaction amount in U.S. dollars if your transaction is conducted in U.S. dollars outside the U.S. The foreign transaction fee will not exceed 1% of the amount in U.S. dollars.

Security Interest: Applicable to Platinum Secured Accounts only:

If you elect a Platinum Secured Visa Account, you will sign a separate Credit Card Security Agreement to pledge shares in an account at SAFE equal to at least 100% of your credit limit. You agree that we can take the pledged shares to recover any amount by which your Account is delinquent. You will not be permitted to withdraw the pledged shares until your Account is closed and paid in full unless we agree otherwise in writing. If we do inadvertently permit you to withdraw any portion of the pledged shares, you will be deemed in default and we can declare your entire Account balance due and payable in full.

SAFE Payment Protection: You understand that purchasing SAFE Payment Protection is optional and will not affect our decision whether to extend credit to you or, if so, on what terms. If you elect this product, you will sign a separate document that will disclose costs and terms to you. The monthly costs for SAFE Payment Protection will be added to your Account balance and accrue interest until paid.

Default: You will be in default if:

- You fail to make any minimum payment within 15 days of the payment due date.
- You breach any material term of this Agreement or any other Agreement you have with SAFE.
- You become insolvent or the subject of a bankruptcy proceeding, or we otherwise reasonably determine that our ability to collect what you owe is materially impaired.
- You die.
- You have made or do make any false or misleading statements in furnishing your financial information and other information to us.

We have the right to demand immediate payment in full of your Account if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees. All interest and fees called for by this Agreement will continue to accrue after we declare your Account in default until all principal, interest, and fees you owe are paid in full.

Credit Review: You authorize us to obtain and review your credit report when you applied for your Account. You authorize us to periodically obtain and review your credit report to determine your continued eligibility for credit. You authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire about your credit standing. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Joint Credit: If you have applied for a joint Account, each joint applicant will remain jointly and severally liable for any credit extended pursuant to this Agreement. Either one of you may close the Account, but you will remain jointly and severally obligated to repay the entire balance that was outstanding as of the date we receive your notice to close the Account.

Closing Your Account: You may close your Account at any time by notifying us in writing. SAFE can close your Account at any time for any lawful reason. Closing of your Account by you or SAFE will not affect your obligation to pay all amounts owed plus any interest, fees or other charges lawfully assessed under this Agreement. We will not approve any transactions presented after we have knowledge that the Account is closed. Interest, fees, and collection costs will continue to accrue after Account closing as called for by this Agreement unless prohibited by applicable law. If your Account is closed, any cash or point rewards you have earned will be forfeited.

Account Security: You agree to handle your Card and other devices (including mobile devices that include payment applications into which you have input Account information) with care. You agree to promptly report the loss or theft of, or actual or potential unauthorized access to, your Card, Account information or device that could be used to initiate unauthorized transactions on your Account. Do not write your PIN number on your Card. Use passwords to minimize unauthorized risk of payment applications on your mobile devices.

We may, at any time, partially or fully restrict your ability to make credit transactions through a third party/mobile device.

Lost/Stolen Cards and Unauthorized Use of Your Account: You are responsible for the security of the Card and other devices that can be used to access your Account and must maintain the confidentiality of the PIN we may assign you. You agree to notify us immediately of a lost or stolen Card or if you believe your Account has been or may be used without your permission. You may notify us by calling **(916) 979-7233** or **(800) SEE-SAFE** 7 days a week, 24 hours a day. If you are on vacation or out of the country, Visa offers emergency card replacement service. For a Visa emergency card replacement, call **(800) VISA 911 (800-847-2911)**.

If your statement has an error or a charge you did not authorize, you must tell us in writing within 60 days after you get that statement. If your Card and/or Account is subject to unauthorized use, you agree to assist us in our investigation and obtain police reports, if filed. A signed statement may also be required.

You may be liable for the unauthorized use of your Card. You will have zero liability for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have zero liability for unauthorized transactions made with your Card, unless you are grossly negligent in handling your Card or make fraudulent use of your Card. In any case, your liability will not exceed \$50.

Telephone Contact Consent: You agree that at all times you have a balance on this Account, you will provide us with a telephone number at which you can be reached during business hours. By giving us or any third party acting on our behalf any landline or wireless telephone number, you confirm that (a) you have the right to authorize us to contact you at that number, and (b) we and any third party acting on our behalf have your permission to (i) contact you at that number for any lawful reason, including but not limited to servicing and collecting your Account, by telephone or text message using a live representative or automated dialing system and (ii) leave messages for you at that number using a live representative, prerecorded voice message, or text message. Your consent applies even though the telephone service provider may charge fees for receiving calls or text messages. We will not be responsible for any fees charged by your telephone service provider.

Call Monitoring: You agree that we may monitor and record your phone calls with us and our affiliates, agents, and contractors.

Non-Waiver Provision: We can delay enforcing any of our rights under this Agreement without losing them. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force.

Applicable Law: This Agreement and your Account, as well as our rights and duties regarding this Agreement and your Account, shall be governed by and interpreted in accordance with applicable federal law, including but not limited to Consumer Financial Protection Bureau Regulation Z and the laws of the State of California.

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:

SAFE Credit Union
Card Services
2295 Iron Point Road, Suite 100
Folsom CA 95630-8765

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 sixty (60) days after the error appeared on your statement.
- At least three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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

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

- **If we 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 ten (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 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 credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

SAFE Credit Union
Card Services
2295 Iron Point Road, Suite 100
Folsom CA 95630-8765

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