

**VISA DEBIT CARD AND OVERDRAFT PROTECTION AGREEMENT  
AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT  
FOR BUSINESSES**

In this Agreement the words “You,” “Your,” and “Yours” mean each and all of those who apply for, sign or use the VISA Debit Card and/or Overdraft Protection Account, or who authorize another to sign or use the Card(s) and/or Account. “We,” “Us,” and “Our” mean Coast Central Credit Union. “Card” means the VISA Debit Card (which may be used to access your Overdraft Protection Account) issued to you and any duplicates and/or renewals we may issue. “Account” means your Overdraft Protection Account with us.

You agree to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using or permitting others to use a Card issued to you by us, you agree to the following terms:

**CREDIT LIMIT:** We will establish an Overdraft Limit for you. You agree not to let the unpaid balance exceed this Overdraft Limit. You agree to advise us of any change in your financial condition which may affect your creditworthiness. You agree that you shall update the credit information that you have provided us, from time to time, on our demand. You may request an increase in your Overdraft Limit, but Overdraft Limit increases must be approved by us.

**DAILY LIMITS:** You may use your Card(s) at for up to \$1,200 per day at ATMs, or \$5,000 per day for point-of-sale transactions using your PIN. There is a \$10,000 per day limit on point-of-sale transactions with a signature (\$5,000 maximum per transaction, with a limit of 30 separate transactions per day).

**DEFAULT:** You will be in default if (1) you do not pay on time or in the proper amount; (2) you fail to abide by the terms of this Agreement; (3) your creditworthiness is impaired; or (4) you die, become insolvent or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorney’s fees, and other expenses.

**RESPONSIBILITY:** You agree to repay us according to the terms of this Agreement for all debit card transactions arising from the use of the Account by you or any other person you permit to use your Account, even if that person exceeds your permission. Any person using the Account is jointly and severally responsible with you.

**CHANGE OF TERMS:** This Agreement is the contract which applies to all transactions on your Account even though the Advance or other slips you sign or receive may contain different terms. You understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change as required by Federal or other law. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to, in writing, by you.

**OVERDRAFT & INSUFFICIENT FUNDS FEES:** \$14.00 per paid item and \$10.00 per returned item.

**REPLACEMENT CARD FEE:** A \$10.00 charge could be imposed if card losses become excessive (does not apply to instances of imprinting errors).

**DOCUMENT FEE:** If a copy of any periodic statement, or similar document is provided by us at your request (other than in connection with a billing error inquiry), a document fee in the amount of \$5.00 for each periodic statement, or any other document may be imposed by us on your account. There is no fee for transaction receipt copies.

**TERMINATION:** We may terminate this Agreement upon your default. Either we or you may terminate this Agreement for other good cause. In no event shall any termination relieve you of your obligation to repay sums already borrowed, FINANCE CHARGES, late charges and annual fees, if any.

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

**SURRENDER OF CARD(S):** The Card(s) remains our property and, if we request, you must surrender to us all cards we have issued.

**LOST OR STOLEN CARDS:** To report lost or stolen card(s), the Account Number, PIN or any combination of the three, please call us at (707) 445-8801 Monday through Friday 8 am to 6 pm and Saturdays 10 am to 3pm. After hours, weekends, or holidays call (866) 896-4689. (If the lost or stolen card(s) is reported to the 866 number, you must also notify us the next working day at (707) 445-8801.)

**UNAUTHORIZED USE:** You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use in writing at: Coast Central Credit Union, 2650 Harrison Avenue, Eureka, California, 95501 or by telephone at the number listed above. In any case, your liability for unauthorized use will not exceed \$50.00.

**USING THE CARD:** To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for you to present the card or card number to a participating VISA plan merchant, to us or to another financial institution, and sign or authorize a sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type or electronic terminal that provides access to the VISA system.

Your VISA card and/or account may not be used for any illegal activity or transaction. Further, you may not utilize your VISA card and/or account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, a 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 or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

**ELECTRONIC FUND TRANSFERS:** In the event a use of your card or the account number of the card constitutes an Electronic Fund Transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

**MERCHANT DISPUTES:** In order for a transaction to be eligible for dispute, you must first attempt to resolve the issue with the merchant. Your right to dispute will depend upon their stated terms, conditions, and return policy. If goods were received, you must return them to the merchant and provide us with supporting documentation, including a tracking number and proof of insurance. You may file a dispute if no credit is received after 15 days from the return

shipment date. For international purchases, if you do not or cannot return the item(s) for any reason, a dispute cannot be processed. To file a dispute, call (866) 896-4689.

We are not responsible for the refusal of any merchant or financial institution to honor your card. We are subject to claim and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50.00 and was made from a merchant in your state or within 100 miles of your current mailing address. Any other dispute must be resolved directly with the merchant.

**FOREIGN TRANSACTIONS:** Transactions made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars, in accordance with VISA operating regulations for international transactions, will be at a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. VISA charges us a 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. We will charge 1% for both transactions. An international transaction is a transaction where the country of the merchant is located outside of the USA.

**PAYMENTS MARKED "PAID IN FULL":** We may accept checks, money orders, or other types of payment marked "paid in full" or use 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 us only in a written agreement, signed by an authorized representative of Coast Central Credit Union.

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

**SIGNATURES AND RECEIPTS:** Some merchants are not required to provide a receipt for purchases under \$25.00 unless the cardholder requests one, and may not require a signature for these amounts. If you do not receive a receipt for one of these purchases, you should request one from the merchant.

**DELAY IN ENFORCEMENT:** We can delay enforcing any of our rights under this Agreement without losing them.

**GOVERNING LAW:** You 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. You also understand 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" which is delivered together with this form is an integrated part of this Agreement.

**CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS:** You understand and agree that you must report to us any change in your name, address or employment status.

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

**COPY RECEIVED:** You acknowledge receipt of a copy of this VISA Debit Card(s) Agreement and Federal Truth-in-Lending Disclosure Statement and agree to and accept its terms.

**YOUR BILLING RIGHTS:** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. (Keep this Notice for future use.)

**NOTIFICATION IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT:** If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write to us on a separate sheet at the address listed on your statement. You should 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, but doing so will not preserve your rights.

In your letter you should give us the following information:

- Your name and Account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, you will describe the item you are not sure about.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (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.

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 DEBIT CARD PURCHASES:** If you have a problem with the quality of property or services that you purchased with a debit 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:

- (a) 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
- (b) The purchase 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.