

## Federal Credit Union

(800) 634-6632 www.hondafcu.org 19701 Hamilton Ave., Suite 130 Torrance. California 90502-1352

# VISA CREDIT CARD DISCLOSURE AND AGREEMENT

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE EFFECTIVE DATE SHOWN BELOW EFFECTIVE JANUARY 2018

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

#### **Military Lending Act Notice**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums, fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Call (800) 634-6632 to hear the above disclosures and a description of your payment obligations.

In this Agreement the words "you" and "your" mean each and all of those: (a) whose names appear on a Card or Statement or who uses this Account or (b) who otherwise agree to be liable on the Account. Card means the Visa® Classic, Visa Gold, Visa Classic Secured, Equity Reserve Gold, or Visa Business Card, and any duplicates and renewals the Credit Union issues. "Account" means your Visa Credit Card Account with the Credit Union. The terms "we", "us", "our" and "Credit Union" mean Honda Federal Credit Union.

**OBLIGATION:** By applying and receiving, signing, using or authorizing another to sign or use the Card and/or Account issued by Honda Federal Credit Union, you agree to the following terms and conditions and any subsequent amendments. If you do not agree with the terms and conditions of this Agreement, please destroy the card at once by cutting it in half and mail it back to the Credit Union with your instructions to close the account.

**SIGNATURE:** You should sign the back of your Card as soon as you receive it to help protect your Account from unauthorized use. However, your liability does not depend on whether you sign your Card.

**MAXIMUM CREDIT LIMIT:** You have applied to us for a Visa Credit Card Account. The loans which the Credit Union may extend to you under this Account shall at no time exceed the assigned credit limits hereinafter referred to as the maximum "Credit Limit" disclosed to you on the enclosed "Visa Credit Card Acceptance Letter" and incorporated herein by reference. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You agree that we may change this Credit Limit at any time and we will notify you of any such change.

**USING YOUR ACCOUNT:** Four (4) types of credit are available to you under your Account.

- 1. Purchases: You may use your Card and/or Account to pay for goods and services in person, online, and by mail or telephone from merchants and others who accept Visa credit cards.
- 2. Cash Advances: You may use your Card to obtain cash from the Credit Union, from other financial institutions or select merchants participating in the Visa program, or from an Automated Teller Machine (ATM), such as the Visa ATM Network, that provides access to the Visa system along with a Personal Identification Number (PIN) issued by us or selected by you, or by use of Visa Convenience Checks. You may also use the Visa Convenience Checks for any legal purpose.
- 3. Balance Transfer (Excluding Visa Business Card): You may transfer balances to your Visa account from other creditors. For the purpose of calculating INTEREST CHARGES, Balance Transfers are the same as Cash Advances.
- Regular Checking Account Overdraft Protection: See Overdraft Protection terms below.

ILLEGAL USE OF VISA CREDIT CARD: You agree that your Visa Credit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to 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. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**OVERDRAFT PROTECTION (EXCLUDING VISA BUSINESS CARD):** We may transfer funds in multiples of \$50 (or in such increments as we may from time to time determine) to your Checking Account by an advance on your Visa Account, subject to this provision, to clear any Overdraft on your Checking Account. Whether or not such transfers occur will be controlled by this Agreement. In any event, you hold us harmless for any and all liability which might otherwise arise if the transfer does not occur. The Credit Union shall not be liable or responsible for any claims or disputes with regard to purchases made by using a share draft. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or your Account is in default. The Credit Union, however, is under no obligation to make a transfer to cover an overdraft.

REQUEST FOR LOAN / CREDIT LIMIT: You agree that each use of your Account, Card or Convenience Check constitutes a loan. You agree

not to exceed the approved Credit Limit under this Agreement. You may request an increase in your Credit Limit, but Credit Limit increases must be approved by us. At the request of the Credit Union, you agree to return to the Credit Union your Card and/or Convenience Checks. You are responsible for safekeeping of the Card and/or Convenience Checks.

**CREDIT INFORMATION:** You agree that we may investigate your creditworthiness at any time when opening or reviewing your account. You authorize us to obtain from time to time, information from others, such as creditors and credit reporting agencies, concerning you and your credit accounts with them. You also authorize us to respond from time to time to requests from creditors and credit bureaus regarding the status and history of your account to the extent authorized by law.

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. Late payments, missed payments, or other defaults on your loan account may be reflected in your credit report.

**CONVENIENCE CHECKS (EXCLUDING VISA BUSINESS CARD):** You may access your Account by utilizing the Visa Convenience Checks that are provided to you.

- 1. We will honor and pay Checks up to your available Credit Limit as long as they are drawn on forms authorized by us and presented before the expiration date on the Check.
- To stop payment on a Check, you must call us at (800) 634-6632 during our business hours with the following information: the exact dollar amount of the Check; the Check number; your Account number; the name of the party to whom the Check was written and the name of the person who signed the Check.
  - We will stop payment on the Check if we receive your stop payment request by the business day before the day we pay your Check. The day we pay the check may be before it posts to your account. The stop payment order will remain effective for 6 months. You may write to us to cancel the order at any time.
- 3. If a Card is reported lost or stolen, the Checks are null and void.
- 4. You agree to hold us harmless and to indemnify us from any liability incurred due to a delay or misrouting of a Check where the delay or misrouting is caused by markings placed on the Check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
- 5. For the purpose of calculating INTEREST CHARGES, Checks are the same as Cash Advances.
- 6. Credit Union may recognize the signature of anyone who signed the credit application for the Account as authorized to transact any business on this account including signing of Checks.
- 7. Checks may not be used to pay any amount you owe under this Agreement or under any other credit agreement or account you hold with us.
- 8. We do not have to pay a Check if: (a) you are in default under this or any other Agreement with us, (b) if payment would cause you to exceed your Credit Limit, (c) if your right to use Checks on your Account is cancelled, closed or suspended, (d) your signature or the payee's name or endorsement is missing on the check or the check appears altered, or (e) your check is post-dated, although we may pay a post-dated check at any time once presented, regardless of the date shown. If a post- dated check is paid resulting in another check being returned or not paid we are not responsible. If we pay any check under any condition, you must pay us the amount of the check plus applicable fees and charges unless such liability is precluded by law.

**INTEREST CHARGES:** The ANNUAL PERCENTAGE RATE (and the corresponding Daily Periodic Rate) used in calculating the INTEREST CHARGE are disclosed on the enclosed Visa Credit Card Acceptance Letter the terms of which are incorporated herein by this reference.

For Purchase Transactions (including New Purchases) (excluding Visa Business Card): Grace Period - To avoid incurring an INTEREST CHARGE on the balance of Credit Purchases reflected on the statement and on any new Credit Purchases appearing on your next statement, you must pay the entire New Balance shown on the statement within 25 days of your Statement closing date. Otherwise the INTEREST CHARGE on purchases is calculated from the beginning of the statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. INTEREST CHARGES will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than the Payment Due Date shown from the closing date.

The INTEREST CHARGES for a billing cycle are computed by applying the daily Periodic Rate to the "average daily balance" of Credit Purchases. To get the "average daily balance," we take the beginning balance of Credit Purchases on your account each day, add any new Credit Purchases, and subtract any unpaid other finance charges and any payments or credits. This gives us the "daily balance." The "average daily balance" is determined by dividing the sum of the "daily balances" during the billing cycle by the number of days in the cycle.

For Cash Advances (including Balance Transfers and Convenience Check transactions) (excluding Visa Business Card): No Grace Period - An INTEREST CHARGE will be imposed on Cash Advances from the date the Cash Advance is posted to your Account or the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. There is no grace period for Cash Advances. For the purpose of calculating INTEREST CHARGES, Balance Transfers and Convenience Check Transactions are treated the same as, and reflected as, Cash Advances.

The INTEREST CHARGES for a billing cycle are computed by applying the daily Periodic Rate to the "average daily balance" of Cash Advances. To get the "average daily balance," we take the beginning balance of Cash Advances on your account each day, add any new Cash Advances, and subtract any unpaid other finance charges and any payments or credits. This gives us the "daily balance." The "average daily balance" is determined by dividing the sum of the "daily balances" during the billing cycle by the number of days in the cycle.

Actual INTEREST CHARGES will be shown on your periodic statement.

The following ANNUAL PERCENTAGE RATES and corresponding monthly Periodic Rates will apply to both purchases and Cash Advances:

VISA CLASSIC CARD INTEREST CHARGES - Your Visa Classic Card Account will be subject to an INTEREST CHARGE at the ANNUAL PERCENT-AGE RATE and a corresponding daily Periodic Rate, which will be determined by your credit rating. The ANNUAL PERCENTAGE RATES range from 11.5% to 18.0% (with corresponding monthly Periodic Rates ranging from 0.032% to 0.049%). For your ANNUAL PERCENTAGE RATE, refer to the Visa Credit Card Acceptance Letter the terms of which are incorporated herein by this reference.

VISA GOLD CARD INTEREST CHARGES - Your Visa Gold Card Account will be subject to an INTEREST CHARGE at the ANNUAL PERCENTAGE RATE of 9.9% and a corresponding daily Periodic Rate of 0.027%. Your ANNUAL PERCENTAGE RATE will be confirmed on the VISA Credit Card Acceptance Letter, the terms of which are incorporated herein by this reference.

Introductory Rate for Visa Gold Accounts: Visa Gold Accounts are subject to an Introductory Rate ON Credit Purchases and Cash Advances for the six (6) month period immediately following the date that your Visa Gold Account is established, during which time your Visa Gold Account will be subject to an ANNUAL PERCENTAGE RATE of 6.9% and a corresponding Daily Periodic Rate of 0.019%. On the expiration of the Introductory Rate period, the Daily Periodic Rate applicable to the balance existing at that time and in the future and the corresponding ANNUAL PERCENTAGE RATE is as disclosed on the Visa Credit Card Acceptance Letter.

VISA CLASSIC SECURED CARD INTEREST CHARGES - Your Visa Classic Secured Card Account will be subject to an INTEREST CHARGE at the ANNUAL PERCENTAGE RATE of 5.99% and a corresponding daily Periodic Rate of 0.016%. Your ANNUAL PERCENTAGE RATE will be confirmed on the VISA Credit Card Acceptance Letter, the terms of which are incorporated herein by this reference.

VISA EQUITY RESERVE GOLD CARD INTEREST CHARGES - Your Visa Equity Reserve Gold Card can only be used to access your corresponding Credit Union Home Equity Line of Credit (HELOC) account, which account terms and conditions are incorporated herein by reference. It will be subject to an INTEREST CHARGE at the ANNUAL PERCENTAGE RATE and a corresponding daily Periodic Rate as set forth in your HELOC account disclosure, and repayment shall be governed by same. There is no separate line of credit associated with this Card. All Purchases or Cash Advances will be charged to your HELOC.

VISA BUSINESS CARD INTEREST CHARGES: None.

CHANGE OF TERMS: The Credit Union may change the terms of this Agreement, including your ANNUAL PERCENTAGE RATE, from time to time for any reason not inconsistent with applicable law after giving you any advance notice required by law. Your failure to exercise any right you may have to reject the change in terms in a timely manner will indicate your agreement to the change. Except as restricted or prohibited by law, any change in terms will apply to your existing account balance as well as to future transactions. Either the Credit Union or any one of you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. The cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union.

**REPAYMENT (EXCLUDING VISA BUSINESS CARD):** You promise to pay all amounts due on your Account. You agree to pay us each month a Minimum Monthly Payment plus any payment past due and/ or any Late Charges. The Minimum Monthly Payment on Classic, Gold, and Secured Visa Credit Cards will be 3% of the outstanding balance or \$25.00, whichever is greater. You may at any time pay your total indebtedness without penalty. We must receive your payment and the remittance stub (as applicable) on or before the Due Date, in accordance with statement instructions, in order for your Account to be credited by the Due Date. All payments shall be in U.S. dollars by a check drawn on or a money order issued by a U.S. financial institution, naming us as payee, or as otherwise authorized by the Credit Union. You must not send cash.

**REPAYMENT VISA BUSINESS CARD:** Visa Business Card Minimum Monthly Payments will be an amount equal to your entire outstanding balance shown on your statement.

**ALLOCATION OF PAYMENTS:** We will determine, subject to applicable law, the order in which payments will be applied toward Purchases, Cash Advances, Balance Transfers, unpaid Interest Charges and Other Fees and Charges. We will credit payments to your account so as to avoid additional Interest or other charges, but we reserve the right to delay reinstatement of your credit line for a reasonable period of time to authenticate settlement of funds.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though you need only pay the Minimum Payment Due, you understand that you have the right to repay your Account at any time without penalty. You also understand and agree that you will only be charged Interest Charges to the date you pay your entire Account. You may make larger payments without penalty and this may reduce the total amount of Interest Charges that you will pay. Any partial payment of your Account will not advance your next Due Date(s).

**DEFAULT, ACCELLERATION AND COLLECTION COSTS:** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to immediately terminate this Agreement and require repayment of your outstanding account balance plus any interest and other charges you owe under this Agreement. At the Credit Union's discretion, any shares that were given as security may be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and attorneys' fees.

**CLOSING YOUR ACCOUNT:** You may close your Account by notifying us in writing. We may close your Account or suspend your credit privileges at any time without prior notice except as required by law for any legal reason. You will be responsible for all transactions made on the Account prior to closing, even if they are processed or posted after the date the Account is closed.

CROSS DEFAULT: You understand and agree that your breach or default of the terms and conditions of this Agreement for your Card shall also be deemed to be a default of any and all other loans you now have with us or obtain in the future with us. Further, you understand and agree that your breach or default of the terms and conditions of any other loan you now have with us or obtain in the future with us shall be deemed to be a default of the terms and conditions of the Agreement for this Visa Credit Card Account. This "Cross Default" Agreement shall not apply to any loans secured by real property, property used as your dwelling or where otherwise prohibited by Federal or State Law or Regulation.

**UNAUTHORIZED TRANSACTIONS:** If there is an unauthorized use of your Visa Credit Card or a Plus network or Interlink transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

"Unauthorized" means the use of your Visa Credit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

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

**RESPONSIBILITY OF BORROWER:** You agree not to consummate any consumer credit transaction under this Agreement upon knowing that credit privilege under this Account has been terminated or suspended. You agree to pay all charges under the terms of this Agreement and Disclosure Statement (including all Credit Purchases, Cash Advances, Interest Charges, Late Charges, and other fees if any), arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgement to which we are not a party may direct someone else to pay the Account balance. Any person who signs the Application, or uses the Account and/or Card is each individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you collectively.

**AUTHORIZED USERS** (EXCLUDING VISA BUSINESS CARD): You may allow Authorized Users on your Account by notifying us that you want someone added to your Account as an Authorized User, or by lending your Card or Account Number to another, or by any other ways in which you would be legally considered to have allowed another to use your Account. We reserve the right to approve or reject any such request in our discretion, and to require satisfactory proof of identification.

FOREIGN TRANSACTIONS AND CHARGES: Foreign Transactions in Foreign Currency- Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a 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 in each instance, plus a one percentage point (1%) fee charged by the Issuer.

Foreign Transactions in U.S. Currency- Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of one percent (1%), regardless of whether there is a currency conversion associated with the transaction.

**CREDIT BALANCES:** Credit balances created by payments, credit adjustments, and merchant refunds, will be transferred to the Savings Account of the Primary Cardholder.

**OTHER CHARGES:** The following Other Charges will be added to your account, as applicable:

- a) ANNUAL FEE: None
- b) LATE PAYMENT FEE (EXCEPT FOR VISA BUSINESS CARD): \$25 for the first late payment; \$35 for every subsequent late payment in a sixmonth period.
- c) VISA BUSINESS CARD LATE PAYMENT FEE: If your payment is more than 60 days late, you will be charged 1.00% of the unpaid balance, subject to a minimum of \$10.

**LOST OR STOLEN CARDS AND CHECKS:** You will notify us AT ONCE if you believe that your Card, Convenience Check, Account number, or PIN has been lost or stolen or if you think your Account is being used with out your permission, by immediately calling us at (800) 634-6632, 24 hours a day, 7 days a week.

**PAYMENTS MARKED "PAID IN FULL":** We may accept checks, money orders, or other types of payment marked "payment 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.

**DELAY IN ENFORCEMENT** / **ENFORCEABILITY:** 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.

**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. If any part of this Agreement is held to be not valid, all other parts will remain enforceable.

**INTEGRATED DOCUMENT(S):** The "Visa Credit Card Acceptance Letter," "Visa Business Card Acceptance Letter," "Visa Credit Card Agreement," "Share Secured Credit Card Agreement," and/or Visa Credit Limit Increase Agreement delivered to you by the Credit Union together with this Agreement is deemed an integrated part of this Agreement.

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

**CHANGE OF PERSONAL INFORMATION:** You must notify us immediately if you change your name, address, or home or business telephone number. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

**MEMBER ADVANTAGE POINTS PROGRAM (FOR VISA GOLD AND VISA BUSINESS CARDS ONLY):** The Credit Union may offer a program by which members accumulate points for dollars purchased. Points may be redeemed for selected merchandise, travel, gift cards and/or cash back. Such program will be subject to a separate terms and conditions that will be provided to you, if applicable. We have the right to alter/terminate this program at any time.

**MERCHANT DISPUTES:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and: (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within one hundred (100) miles of your home.

**TRANSFER OF ACCOUNT:** You cannot transfer or assign your Account to any other person.

**TRANSACTIONS WITH MERCHANTS / RETURN POLICY:** If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Account to buy goods or services from that merchant. Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, we will hold and apply the credit amount against future purchases and cash advances for 60 days. After 60 days, any credit balance remaining on your account will be transferred to your main share (savings) account. To receive a refund earlier, write to us at

Honda Federal Credit Union

19701 Hamilton Ave.

Suite #130

Torrance, CA 90502

**RESERVATIONS:** When using your Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation.

**RECURRING TRANSACTIONS:** If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant when you want to discontinue the recurring transactions or if your Account is closed or a new Account number is issued by us.

MILITARY LENDING ACT; SEVERABILTY: Notwithstanding anything to the contrary herein or any other agreement between the Credit Union and you, nothing shall require a "covered borrower" under the Military Lending Act to submit any claim arising out of the Agreement to arbitration or impose on such borrower additional notice requirements beyond those imposed by, or result in the waiver of legal recourse existing under, applicable law.

PLEDGE OF SHARE ACCOUNT(S) – NOTE: In consideration of and as a condition for the Credit Union opening a Visa Credit Card account in your name and issuing a Visa Credit Card to you, you have agreed to a Pledge of Shares. You pledge to us and grant a security interest in all individual and joint accounts you have with us now and in the future, to secure your Visa Credit Card Account and all payments, interest, late charges and costs or expenses hereunder. You authorize us to apply the balance in these account(s) to pay any amounts due under this Agreement if you should default. This Pledge of Shares does not apply to shares held in IRA and Keogh accounts.

SHARE SECURED CLASSIC VISA: As collateral for amounts you may request to be advanced from time to time pursuant to this Visa Credit Card Disclosure and Agreement, you pledge and grant to the Credit Union a lien on your designated Share Account, as indicated on the "Share Secured Credit Card Agreement," in an amount sufficient to secure up to 100% of your maximum credit limit. If you are in default under this Agreement, the Credit Union may take sums from the designated Share Account and Spouse/Joint Applicant Share Account (if applicable) as set forth on the Share Secured Credit Card Agreement as payment on any amounts owed to the Credit Union by you. If the amounts pledged are not sufficient to pay all amounts owed to the Credit Union in full, you agree and acknowledge that you will be responsible for any and all deficiencies, including any fees, charges and costs, including without limitation reasonable attorney fees and costs which may have been incurred by the Credit Union as a result of your default.

#### 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: Honda Federal Credit Union, 19701 Hamilton Ave., Suite 130, Torrance, CA 90502-1352. You may also contact us on the web: www.hondafcu.org.

In your letter, give us the following information:

- · Account Information: Your name and Account number.
- · Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

You must notify us of any potential errors in writing or electronically. 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:
  - 1. 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.
  - 2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your 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 of the following must be true:

- 1. The purchase must have been made in your home state or within
- 2. 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.)
- 3. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 4. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at: Honda Federal Credit Union, 19701 Hamilton Ave., Suite 130, Torrance, CA 90502-1352. You may also contact us on the web: www.hondafcu.org. 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.