



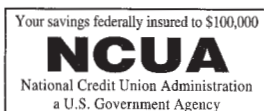
VISA LINE OF CREDIT DISCLOSURE AND AGREEMENT

**PLEASE KEEP THIS
BROCHURE FOR YOUR
RECORDS**

**THIS DISCLOSURE SUPERSEDES
ALL DISCLOSURES PRIOR TO THE
EFFECTIVE DATE SHOWN BELOW.**

EFFECTIVE JANUARY 5, 2004

**Each member account is federally insured
to \$100,000**



VISA LINE OF CREDIT DISCLOSURE AND AGREEMENT

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 Credit Card and any duplicates and renews the Credit Union issues. Account means your VISA Line of Credit Account with the Credit Union. The terms "we", "us", "our" and "Credit Union" mean Western Federal Credit Union.

OBLIGATION: By applying and receiving, signing, using or authorizing another to sign or use the Card and/or Account issued by Western Federal Credit Union, you agree to the following terms and conditions and any subsequent amendments.

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 Line of Credit 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 "VISA Card Acceptance Letter" previously sent to you and incorporated herein by reference. You agree that we may change this Credit Limit at any time and we will notify you of any such change.

USING YOUR ACCOUNT: Three (3) 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 at participating VISA Card merchants.
2. **Cash Advances:** You may use your Card to obtain cash from a participating VISA financial institution or from an authorized Automated Teller Machine (ATM) 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:** You may transfer balances to your account from other creditors.
4. **Checking Account Overdraft:** You may use the credit extended herein as an overdraft source for your Checking Account.

Your Card, Checks 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, you may not utilize your 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, you will still be responsible for such charges.

REQUEST FOR LOAN / CREDIT LIMIT: You agree that each use of a Card, Convenience Check or overdraft from your Checking Account 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 re-examine and re-evaluate your creditworthiness at any time. 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 obligation with us.

CONVENIENCE CHECKS: 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.
2. To stop payment on a Check, you must call us at (877) 254-9328 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 maybe 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 Finance 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. 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.

HOW TO COMPUTE THE PURCHASE BALANCE (CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES) UPON WHICH FINANCE CHARGES ARE ASSESSED

GRACE PERIOD / AVERAGE DAILY BALANCE (INCLUDING NEW PURCHASES): Finance Charges are imposed only if you do not pay in full the New Balance for Purchases shown on your periodic statement within 25 days of the end of the statement period. To calculate and impose any Finance Charge, we will apply a Monthly Periodic Rate and corresponding Annual Percentage Rate as disclosed on the VISA Acceptance Letter to the "Average Daily Balance of Purchases" in your Account during the billing cycle covered by the periodic statement. To get your "Average Daily Balance of Purchases", we take the beginning balance of your Purchases each day, add any new purchases and subtract any payments or credits. This gives us the daily balance of purchases. Then, we 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 us the "Average Daily Balance of Purchases".

This determines your total Finance Charge for the billing cycle. Actual Finance Charges will be shown on your Periodic Statement.

HOW TO COMPUTE THE ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH ADVANCES, BALANCE TRANSFERS, OVERDRAFT AND CONVENIENCE CHECKS) UPON WHICH FINANCE CHARGES ARE ASSESSED

AVERAGE DAILY BALANCE (INCLUDING NEW ADVANCES): There is no grace period for cash advances, balance transfers, overdrafts or Convenience Checks. Application of the Finance Charge begins on the date the Cash Advance transaction is posted to your Account. The Finance Charge is imposed

so long as the Cash Advances Balance remains unpaid. To calculate and impose the Finance Charge, we will apply a Monthly Periodic Rate and corresponding Annual Percentage Rate as disclosed on the VISA Acceptance Letter to the "Average Daily Balance of Cash Advances" in your Account during the billing cycle covered by the periodic statement. To get your "Average Daily Balance of Cash Advances", we take the beginning balance of Cash Advances each day, add any new Cash Advances and subtract any payments or credits. This gives us the daily balance of Cash Advances. Then, we 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 us the "Average Daily Balance of Cash Advances".

This determines your total Finance Charge for the billing cycle. Actual Finance Charges will be shown on your periodic statement.

REPAYMENT: 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, any Late and/or Overlimit Charges. The Minimum Monthly Payment will be 2% of the outstanding balance or \$10, whichever is greater. Any outstanding balance less than \$10 is payable in full. You may at any time pay your total indebtedness without penalty. You must pay us directly and we must receive your payment and the remittance stub on or before the Payment Due Date "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. You must not send cash. In accordance with applicable law, we will choose the order in which any payment will be applied to your indebtedness to us at the time the payment is made. Payments received before 2:00 p.m. will be credited to the account on the date received. Payments received after 2:00 p.m. will be credited to the account the next business day.

ALLOCATION OF PAYMENTS: We will determine, at our option, the order in which payments will be applied toward Purchases, Cash Advances, Balance Transfers, unpaid Finance Charges and Other Fees and Charges.

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 Finance Charges to the date you pay your entire Account. You may make larger payments without penalty and this may reduce the total amount of Finance Charges that you will pay. Any partial payment of your Account will not advance your next Payment Due Date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your monthly Finance Charge.

TERMINATION OF CREDIT EXTENDED AND ACCELERATION OF REPAYMENT: You understand that all loan credit under this Agreement may be terminated under any of the following conditions:

1. Upon your failure to make any of the payments when due under this Agreement, or pursuant to any other loan agreement with the Credit Union.
2. If you have made or do make any false or misleading statements in furnishing financial and other information to us.
3. In the event of your insolvency.
4. If you fail to provide us with a current credit application when requested.

Upon the occurrence of any of the foregoing conditions, all credit shall immediately terminate and written notice will be given by us to you and all amounts owing pursuant to this Agreement shall become immediately due and payable without demand or further notice at our option at the current Annual Percentage Rate until paid. If you fail to pay the entire outstanding balance upon demand, you agree to pay all collection costs of Credit Union, including reasonable attorney's fees. If you terminate the account, you will remain liable to us for use of the Card and/or the Account until all Cards are returned to us and the balance is paid in full.

CLOSING YOUR ACCOUNT: You may close your Account by notifying us. We may close your Account or suspend your credit privileges at any time without prior notice except as required by law. You will stop using your Account and destroy all Cards and Checks on your Account. All Liable Parties' liability will apply to all balances and transactions made on the Account even if they are made or processed after the date the Account is closed.

If we receive a request from any Liable Party to remove another Liable Party from the Account, we may honor or refuse the request without prior notice.

DEFAULT: You will be in default if: 1) you do not pay on time or in the proper amount(s); 2) you fail to live up to any of the terms of this Agreement and Disclosure Statement; 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 and Disclosure Statement, you agree to pay the costs thereof, reasonable attorney's fees, and other expenses. You understand and agree that Finance Charges at the Annual Percentage Rate as permitted under this Agreement and Disclosure Statement will continue to accrue until you repay your entire loan.

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 Line of Credit. 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.

ACCELERATION AND COLLECTION COSTS: Upon your default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the unpaid balance, Finance Charges, Late Charges, Overlimit Fees and collection costs. You understand and agree that you will be subject to Finance Charges (at the applicable Monthly Periodic Rate), Late Charges, Overlimit Fees and collection costs under the terms disclosed in this Agreement and Disclosure Statement, until you repay the entire loan. You also agree to pay reasonable attorney's fees, and court costs.

OVERDRAFT PRIVILEGE: You agree that if, pursuant to any overdraft privilege on a Credit Union Checking Account, there is an overdraft of your Checking Account, the amount of overdraft, but not any insufficient funds fee, shall be added to the outstanding balance of the "VISA Line of Credit" Account subject to the Finance Charge set forth in the paragraph titled "HOW TO COMPUTE THE ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH ADVANCES, BALANCE TRANSFERS, OVERDRAFT AND CONVENIENCE CHECKS) UPON WHICH FINANCE CHARGES ARE ASSESSED" and will be subject to all terms and conditions of the Agreement. The VISA account must be current and not over the Credit Limit for funds to transfer to the Checking Account. No overdrafts are allowed for the purpose of making loan payments, including VISA payments, at Western Federal Credit Union. The Checking Account referred to herein is also subject to a separate agreement between you and us. If this Agreement conflicts with any of the provisions contained in the Checking Account agreement, the provisions of this Agreement shall control.

UNAUTHORIZED TRANSACTIONS: You will have no liability ("Zero Liability") for unauthorized transactions with your VISA Credit Card that are processed through VISA. Zero Liability will NOT apply to a transaction at an ATM that is not processed through VISA (such as a cash withdrawal from your Checking Account). You must refer to the Credit Union's Electronic Services Disclosure and Agreement for your liability for unauthorized ATM transactions. Zero Liability also will not apply to VISA Credit Cards issued outside the U.S. or to commercial cards. You must provide a written statement regarding any claim of unauthorized VISA transactions.

If you notify us of unauthorized transactions which were processed through VISA (this does not include cash disbursements at an ATM using your VISA Credit Card), we will provide a provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received.

"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 my Electronic Services Disclosure and Agreement with you 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 repay us according to the terms of this Agreement and Disclosure Statement for all purchases, advances, Finance Charges, Late Charges, and Overlimit 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. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards to us. 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 you or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with you for charges he or she makes, plus any Finance Charges, Overlimit Fees, Other Fees and Charges and expenses provided in this Agreement and related to such transactions, but if that person: (1) signs the Card or (2) if his/her name appears on a statement or (3) if he or she has agreed to be liable (even if his/her name does not appear on a statement) he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. In each case described above, that person and you will be individually and jointly liable ("Liable Party(ies)") for all credit extended on the Account (other than for Unauthorized Charges) including any Finance Charges, Late Charges, Overlimit Fees, Other Fees and Charges, and expenses as provided in this Agreement. By using your Account or making payment on the Account knowing that your name appears on any statement, you agree that our records are accurate. If you are an Authorized User (as defined below), your liability does not relieve any Liable Party under this Agreement from liability for the Authorized User's transactions until paid in full. The Cards remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account.

AUTHORIZED USERS: 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.

FOREIGN CURRENCY TRANSACTIONS: Foreign transactions are repayable in U.S. dollars, even though incurred in another currency. If you make a transaction in currency other than U.S. dollars, VISA will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your transaction. Currently, VISA uses a currency conversion rate of either: (1) a wholesale market rate or (2) a government-mandated rate, in effect one day prior to the conversion date, increased by an adjustment factor of 1%. We will post to your Account the converted U.S. dollar amount determined by VISA as described above.

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

LATE PAYMENT CHARGES: You agree that in case any Minimum Payment Due is not received by the Due Date, you agree to pay a Late Charge of 3% of the payment due or \$20.00 whichever is greater.

OVERLIMIT CHARGES: You agree that if your unpaid balance (purchase advances, cash advances and overdrafts) exceeds your Credit Limit by 5% or more at the time of your billing cycle, we may charge you an Overlimit Fee. This Fee will be \$20.00 per billing cycle.

FEES AND CHARGES: All charges associated with our Card are subject to the Fees as disclosed on the Disclosure of Fees and Charges you received when opening your Membership Account.

LOST OR STOLEN CARDS AND CHECKS: You will notify us AT ONCE if you believe that the Card, Convenience Check, Account number, PIN or any combination of the four has been lost or stolen or if you think your Account is being used without your permission, by immediately calling us at (877) 254-9328 between 7:00 a.m. and 6:00 p.m. (Pacific Time), Monday through Friday, excluding holidays and weekends. After Credit Union hours, you understand you must call 800-453-4270. Outside the U.S. you understand you must call (727) 570-4881 or (410) 581-9994.

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): Any separate sheet of paper labelled "VISA Acceptance Letter" and/or "Schedule of Fees and Charges" which is delivered together with this Agreement is an integrated part of this Agreement.

CHANGE OF TERMS: This Agreement is the contract which applies to all transactions on your Account even though the sales, Cash Advance, credit or other slips you sign or receive may contain different terms. You understand that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the method of application and the amount of Finance Charge, effective as to any unpaid balance outstanding and any subsequent advance, by mailing a notice of the change to you at your last known address. You also 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, or the Finance Charge has been increased because of your delinquency or default.

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.

MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card.

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

PLEDGE OF SHARE ACCOUNT(S)—NOTE: If 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 Line of Credit Account and all payments, interest, late charges, costs of expenses due 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 or SEP Account.

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.

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.

DISPUTE ASSISTANCE: If you disagree with a transaction on your Statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request. Otherwise you will pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss. See a summary of Your Billing Rights below.

YOUR BILLING RIGHTS

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

NOTIFY US 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, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (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, give us the following information:

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

If you have authorized us to pay your CREDIT CARD Account automatically from your share account, checking account, or through payroll deduction, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

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 as correct.

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

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

1. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address.
2. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the goods or service.