

In this VISA® Card (“Card”) Addendum to the Note and Federal Disclosure Statement (herein, “Addendum”), the words “I”, “ME”, and “MY” mean each and all of those who sign this Addendum and/or each and all of those who use the Card when issued to me. The words “YOU”, “YOUR”, and “YOURS” mean Chevron Federal Credit Union.

PAYMENT: I promise to repay you at your office all sums advanced to me, or any person I permit to use this account and/or the Card, on the terms and at the rates set forth in the Note and Federal Disclosure Statement (“Note”) and this Addendum.

**ADDITIONAL PROVISIONS
APPLICABLE TO VISA CARD USE**

If I request that a VISA Card be issued to me in conjunction with this account, I understand and agree that I may utilize the Card during the Draw Period to obtain advances in accordance with the terms of the Note. Such Card advances are subject to the following additional provisions:

PURCHASES AND ADVANCES: I may make Purchases and request Advances in accordance with then current loan policies up to my Credit Limit. I understand and agree that all Purchase and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are subject to your approval.

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

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

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

RESPONSIBILITY: I agree to repay you according to the terms of the Note and this Addendum for all Purchases, Advances, FINANCE CHARGES, late charges, if any, arising from the use of the Card by me or any other person I permit to use the Card, even if that person exceeds my permission. The Card remains your property and I must recover and surrender to you all Cards upon your request and/or upon termination of this account.

UNAUTHORIZED USE: I may be liable for the unauthorized use of the Card. I will not be liable for unauthorized use that occurs after I provide notification by calling (800) 232-8101, or when you receive notice in writing at Chevron Federal Credit Union, P.O. Box 2069, Oakland, CA 94604-2069, of the loss, theft, or possible unauthorized use. In any case my liability for unauthorized use will not exceed \$50.00. My liability may be lower in cases of VISA® fraud in accordance with current VISA U.S.A., Inc. Operating Regulations.

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

PLAN MERCHANT DISPUTES: You are not responsible for the

refusal of any plan merchant or financial institution to honor the Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50.00 and was made from a plan merchant in my state or within 100 miles of my current mailing address. Any other dispute I must resolve directly with the plan merchant.

FOREIGN TRANSACTIONS: Purchases, Cash Advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA and MasterCard Operating Regulations (as applicable) for international transactions. Currently, for MasterCard Platinum Preferred Cards, the exchange rate between the transactions currency and the billable currency is either a wholesale market rate or the government-mandated rate at the time the transaction was presented to MasterCard for settlement (usually the day after the item is deposited at the merchant’s bank). For Visa Platinum Preferred and Visa Platinum Rewards Cards, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or the date of the posting on the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

You will pass through any currency transaction fees assessed by MasterCard or Visa. You may also charge currency transaction fees of an additional 2%.

RETURNS AND ADJUSTMENTS: Merchants and others who honor the Card may give credit for returns or adjustments, and should provide a credit advice. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases and Cash Advances, or if it is \$1.00 or more, refund it on

my written request or automatically after six (6) months.

SURRENDER OF CARD(S): The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the account. I agree to surrender all Card(s) at the end of the Draw Period.

LOST OR STOLEN CARD NOTIFICATION AND LIABILITY: I will notify you AT ONCE if I believe that the Card, account number, PIN, or any combination of the three has been lost or stolen by immediately calling you at (800) 232-8101. Telephoning is the best way of keeping my possible losses down. I understand that my total liability to you shall not exceed \$50.00 for any Card transactions resulting from the loss, theft, or other unauthorized use of the Card that occurs prior to the time I give notice to you. Such liability does not apply when the Card is used to make an electronic transfer.

REPLACEMENT CARD FEE: I will be charged \$10.00 per replacement Card (does not apply to instances of a stolen Card or imprinting errors).

DOCUMENT FEE: If a copy of any periodic statement, sales draft, or similar document is provided by you at my request (other than in connection with a billing error inquiry), a document fee (\$5.00) for each periodic statement, and for each sales draft or any other document, may be imposed by you on the Account.

TERMINATION: Prior to or as part of the payoff and termination of my Home Equity Line-of-Credit (“HELOC”), I must surrender any and all Cards associated with this credit line. This payoff would include any direct payoff or a payoff received from another lender. All charges using the Card(s) must be posted prior to payoff.

**MY BILLING RIGHTS
(KEEP THIS NOTICE FOR FUTURE USE)**

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

(OVER)

By signing below, I agree and accept the terms and conditions of this Addendum and request that the number of VISA® Cards indicated below be issued on this account:

Member No. _____

X _____
Signature (Borrower) Date

X _____
Signature (Co-Borrower) Date

Number of Cards requested: _____

Issued to:

Print Name (Borrower)

Print Name (Co-Borrower)

(DETACH AND RETURN)

**NOTIFICATION IN CASE OF ERRORS OR QUESTIONS
ABOUT MY STATEMENT**

If I think my bill is wrong, or if I need more information about a transaction on my statement, I must write to you on a separate sheet to the address listed on my statement. I should write to you as soon as possible. You must hear from me no later than sixty (60) days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

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

- My name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if I can, why I believe there is an error. If I need more information, describe the item I am not sure about.

If I have authorized you to pay my HELOC payment or balance automatically from my savings or checking account, I can stop the payment on any amount I think is wrong. To stop payment my letter must reach you three business days before the automatic payment is scheduled to occur.

**MY RIGHTS AND YOUR RESPONSIBILITIES
AFTER YOU RECEIVE MY WRITTEN NOTICE**

You must acknowledge my letter within thirty (30) days, unless you have corrected the error by then. Within ninety (90) days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including FINANCE CHARGES, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of the statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any FINANCE CHARGES related to any questioned

amount. If you didn't make a mistake, I may have to pay FINANCE CHARGES, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

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

If you don't follow these rules, you can't collect the first \$50.00 of the questioned amount, even if my statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If I have a problem with the quality of property or services that I purchased with a Credit Card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address; and
- (b) The purchase must have been more than \$50.00.

These limitations do not apply if you own or operate the merchant, or if you mailed me the advertisement for the property or services.



Chevron Federal Credit Union

**VISA® Card Addendum to the
Home Equity Line-of-Credit (HELOC)
Open-End Variable Rate Note and
Federal Disclosure Statement for
Loans Secured by Real Estate**

Chevron Federal Credit Union

Please Direct Correspondence to:

Chevron Federal Credit Union
P.O. Box 2069
Oakland, CA 94604-2069

Phone 800-232-8101
E-Mail CFCUMAIL@chevronfcu.org
Internet www.chevronfcu.org

