

## CREDIT CARD AGREEMENT AND DISCLOSURE

This Logix Credit Card Agreement and Disclosure (Agreement and Disclosure) sets forth the terms and conditions of the Logix Federal Credit Union Platinum Classic, Platinum and Platinum Rewards Credit Cards and contains important information and disclosures as required by law. All terms and conditions in this Agreement and Disclosure apply to the Logix Platinum Classic, Platinum and Platinum Rewards Credit Cards unless otherwise identified.

**Please Read it Carefully and Retain this Agreement and Disclosure.**

In this Agreement and Disclosure, the words "you", "your" and "yours" mean each and all of those who apply for, sign, or use the Credit Card. The words "we", "us", "our", and "Logix" each mean Logix Federal Credit Union. "Credit Card" and "Card" mean the Platinum Classic, Platinum and Platinum Rewards Credit Card issued to you and any duplicates and renewals we may issue. Rewards means the Platinum Rewards Credit Card. "Account" means your Credit Card Account with Logix unless otherwise stated. By accepting and/or using the Credit Card, or by your authorizing anyone else to use the Credit Card, you agree to be bound by the terms and conditions of this Agreement and Disclosure. Additional Rewards information is available at [www.lfcu.com](http://www.lfcu.com) or call (800) 328-5328. All terms and conditions in this Agreement and Disclosure including any application that you provided (including any application you made over the telephone or the Internet) apply to your Account.

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.**

**Integrated Document(s).** You understand and agree that the Credit Card Congratulations letter and the Credit Card Agreement Rates and Fees Table that are included with this Agreement and Disclosure are incorporated herein by reference and are an integrated part of this Agreement and Disclosure. In addition, any separate sheet of paper, which is delivered together with and incorporates this Agreement and Disclosure by reference, is an integrated part of this Agreement and Disclosure. Any future amendments to this Agreement and Disclosure will be labeled as such and will form an integrated part of this Agreement and Disclosure.

**Additional Credit Card Benefits and Services.** There are additional benefits and services available from Mastercard for you, a Mastercard cardholder. Please call (800) 328-5328 to request an informational brochure. We have the right to add, modify, or delete any benefit, service, or feature of your Card at our discretion.

**Change in Terms.** Account and Agreement and Disclosure terms are not guaranteed for any period of time. You understand and agree that we may amend, modify, add to, or delete from this Agreement and Disclosure any of its terms and conditions, including financial terms such as the method of application and the amount of any interest charge, transaction fee, or other finance charge, Annual Percentage Rate, periodic rate and/or fee in accordance with applicable laws. If required by applicable law, a notice of the change will be mailed to you at your last known address or delivered electronically via Online Banking when you electronically agree to receive electronic notices and statements from Logix. You also understand that in the event of a significant change in account terms, as defined under the Federal Truth-in-Lending Act, any such notice will be mailed or electronically delivered (if applicable), at least forty-five (45) days prior to the effective date of the significant change in account terms as required by applicable law. If we are required by applicable law to provide you a right to reject significant changes to this Agreement and Disclosure prior to the effective date of such changes, we will provide you with an explanation of how to reject the significant changes, unless you fail to make a required minimum payment within sixty (60) days after its due date. We may change the terms of this Agreement and Disclosure based on information in your credit report, market conditions, and business strategy or for any other reason. A Notice of Change-In-Terms will be sent to you when 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.

### ACCOUNT INFORMATION

**Credit Limit.** We will establish a Credit Limit for you as the maximum principal amount of credit available to you under this Agreement. You agree not to request or obtain purchases, balance transfers, or cash loan advances above your Credit Limit at any time. To do so is an event of default, subject to remedies stated below. You will pay any amounts that exceed the maximum Credit Limit upon demand. We will advise you of your Credit Limit in writing and it will become part of this Agreement by this reference. You understand that your Credit Limit can be increased and decreased by us at any time; however, we will notify you, in writing, of any change.

**Share-Secured Credit Card – Grant of Security Interest.** If you have been granted a share-secured Credit Card, you understand that the granting of the security interest is a condition of us granting you an Account. You understand and agree you have granted us a security interest in a savings account as designated by you by executing the Share-Secured Credit Card Security Agreement, which is incorporated into and made part of this Agreement and Disclosure by this reference.

You understand that you must, at all times, keep a sum equal to 125% of your credit limit on deposit in the designated savings account(s) shown on the Share-Secured Credit Card Security Agreement until you repay your entire Account balance and the Account is terminated. You understand and agree that this security interest will cover future purchases, balance transfers, and advances under this Agreement and Disclosure. If you default, we may apply these shares to repay your Account balance in accordance with federal or other law. You understand that the Annual Percentage Rate does not take into account the amount pledged in your designated regular share account(s).

### USING YOUR CREDIT CARD ACCOUNT

**Sign Your Card.** Immediately sign the signature panel on the back of your Card upon receipt. The Card must be signed in order to be valid.

**Using the Card.** To make a purchase or obtain a cash loan advance: (1) Present the Card to a participating merchant, to us, or to another financial institution, and sign the sales slip or cash advance draft which will be imprinted with your Card Number; (2) Obtain a cash loan advance by using your Card and Personal Identification Number (PIN) at a participating ATM; (3) Swipe or insert your Card to make purchases at participating merchants; or, (4) Use of your credit card Convenience Checks which may be provided to you by Logix. You may be required to enter your PIN number. Chip and PIN is the highest level of security provided on chip credit cards. There may be some merchant terminals that will ask for a PIN to be entered with your purchase. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We are not responsible for the refusal of any plan merchant or financial institution to honor your card.

**ATM/ITM Access for Cash Advances and ATM Cash Advance Limits.** Your Card and Personal Identification Number (PIN) can be used to obtain cash loan advances from your Account at Logix ATMs and at other ATMs that allow PIN based Credit Card cash loan advances. You may obtain cash loan advances against your Account up to a maximum aggregate total of \$600 per day, provided sufficient credit is available.

**Credit Card Convenience Checks.** Convenience Checks drawn against your Account may be provided to you upon request or issued to you as a convenience from time to time by Logix. You may use these checks like you would your personal checks to pay for merchandise, pay off bills, other loans or credit cards. Use of any Credit Card Convenience Check will constitute a cash loan advance against your Account and interest will begin to accrue from the date the Convenience Check is posted to your Account (see Cash Loan Advance).

**Using Your Logix Platinum Rewards Credit Card to Earn Rewards.** To participate in the Logix Rewards Program and earn Points, you must first establish an assigned Logix rewards account by opening (on approved credit) a Logix Platinum Rewards Account. No retroactive credit will be given for transactions made before the rewards account is assigned. Points cannot be used in conjunction with other frequency or rewards programs. Note: To redeem rewards, you must be a member in good standing with Logix. Refer to the Logix Rewards Program Disclosure – Program Rules for complete details. Logix reserves the right to change or terminate the rewards program at any time.

**Card Ownership.** Any Logix Credit Card issued to you or to another person at your request remains the property of Logix. You agree to notify us promptly of the loss, theft, or unauthorized use of your Credit Card. You agree we may terminate, limit and/or modify your right to use your Credit Card at any time in the future without notice to you.

**Lost/Stolen Card Notification and Liability for Unauthorized Use.** You will take reasonable steps to prevent the unauthorized use of your Card and Account. You accept responsibility for safeguarding all cards and PINs issued to you and any other users. If your Card is lost or stolen, you must tell us at once of the loss, theft, or unauthorized use of your Logix Credit Card. You agree to notify us immediately, orally or in writing at: **Logix, Attn: Card Services, P.O. Box 4036, Castaic, CA 91310-4036, or Telephone: (800) 328-5328 or for International Calls (818) 565-2020.**

You may be liable for the unauthorized use of your Credit Card. You will not be responsible for charges made to your Account that are found to be unauthorized. If we reimburse your Account for unauthorized charges made using your Card, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us. Your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your Credit Card. For additional information regarding your rights and our responsibilities, please refer to the **“YOUR BILLING RIGHTS”** section of this Agreement. Your liability may be greater if we can prove that you did not use reasonable care or were fraudulent in the handling of your Credit Card or Account.

**Joint Accounts and Co-Signors.** If you are a co-signor or if this is a joint account, you agree to be individually and jointly responsible with the other borrower(s). Each of you authorizes the other(s) to obtain advances and make purchases individually under this Account. We do not have to notify you if payments on the account are not made by the other borrower(s) on time. We can change the terms of payment and release any security without notifying you or releasing you from responsibility on this Agreement and Disclosure. If this is a joint account, upon request by any party to the account or upon our receipt of inconsistent instructions, we may, at our option and without notice to any other party, refuse any request for an advance or an increase in the Credit Limit amount, or refuse any other request with respect to the account.

## **OTHER AGREEMENTS, TERMS AND CONDITIONS**

You agree to keep your Credit Card in a safe place and permit no unauthorized person to use it. You further agree not to tell any unauthorized person your PIN or write your PIN on the Card or otherwise make it available to anyone else.

1. You agree to tell us immediately upon the loss or theft of your Card or PIN.
2. The Card remains the property of the Credit Union and you agree to surrender the Card to the Credit Union upon demand. The Credit Union may cancel, modify or restrict the ATM-access feature of your Card without notice: if you have exceeded your Credit Limit; if we are aware that you have violated any term of this Agreement whether or not Logix has suffered a loss; or where it is necessary to maintain or restore the security of your Account or recall the Credit Card through retrieval by any of the automated teller machines (ATMs.).
3. If you authorize Logix to issue a Card to anyone else, you authorize that individual to make purchases and obtain cash loan advances from your Account using the Credit Card. You will be solely responsible for all usage by your designated authorized user and understand you are fully responsible for all payments.
4. You agree to indemnify and hold Logix harmless from any costs or damages you sustain as a result of Logix carrying out, in a reasonable manner, any written instructions provided by you.

## **INTEREST**

**The Annual Percentage Rate (APR) includes interest and may include fees considered to be a finance charge.** The APR is based on an Index Value plus a Margin. **The Index** is the highest **U.S. Prime Rate** as published in *the Wall Street Journal* on the day following your billing cycle date, rounded up to the nearest one-quarter of one percent (0.250%)(the Index Value). Your billing cycle date is approximately the same day of each month as indicated on your credit card statement. If the **U.S. Prime Rate** increases, your rate will increase. Should the Index be discontinued or otherwise be made unavailable during the term of your line of credit, we will choose a new Index that is based on comparable information and we will provide you notice of this change.

**The Margin** is a specific number of percentage points, which is added to the Index Value to calculate the **Annual Percentage Rate. The Current Margin** for purchases and balance transfers on the **Platinum Classic Credit Card** ranges between 9.99% and 14.49%. **The Current Margin** for purchases and balance transfers on the **Platinum Credit Card** ranges between 4.99% and 14.49%. **The Current Margin** for purchases and balance transfers on the **Platinum Rewards Credit Card** ranges between 5.99% and 14.49%. **The Current margin** for Cash Advances on all credit card products is 14.74%. **Ask us for the current Index Value. Your Daily Periodic Rate and corresponding Annual Percentage Rate, as well as the applicable Index + Margin are included in your Congratulations Letter APR** information will be reflected on your periodic statements.

**Introductory or Promotional Rate.** From time to time, there may be an introductory and/or promotional periodic rate and corresponding Annual Percentage Rate for purchases, cash loan advances, and/or balance transfers. The introductory rate and/or the promotional rate may be a discounted rate that is not based upon the Index and Margin used to make later adjustments. For example:

If the introductory periodic rate is 0.00% and corresponding APR is 0.00% for credit card purchases made during the first fifteen (15) months your credit card account is open, such introductory periodic rate and Annual Percentage Rate will remain applicable for a period of fifteen (15) billing cycles. Upon expiration of the fifteen (15) months, your purchase transactions will be subject to variable periodic rates and Annual Percentage Rates calculated by adding the applicable Index Value to your Margin as described in this Agreement and Disclosure and your Congratulations Letter. All other transactions will be subject to the variable non-discounted periodic rate and corresponding non-discounted Annual Percentage Rate calculated as set forth in your Congratulations letter and explained in this Agreement and Disclosure. The Promotional Rate may not be for the entire line of credit. For example: The credit card limit is \$10,000 and the current credit card balance is \$0. The Introductory Rate or Promotional Rate may be limited up to \$5,000 of the available credit of \$10,000. We may end your Introductory or Promotional Annual Percentage Rate during the promotional period and apply the penalty Annual Percentage Rate if your minimum required payment is more than 60 days late at any time.

**Variable Rate Information.** The Platinum Classic, Platinum and Platinum Rewards Credit Cards have a variable-rate feature, and the Annual Percentage Rate (corresponding to the periodic rate) and the minimum payment may increase as a result. Any increase or decrease in the Annual Percentage Rate will result in changes in the amount and/or number of payments required to repay the Account balance. Decreases in the Annual Percentage Rate in accordance with the terms of this Agreement and Disclosure are mandatory. Increases in the Annual Percentage Rate in accordance with the terms of this Agreement and Disclosure are at our discretion.

**Rate Changes.** Increases and decreases in the **ANNUAL PERCENTAGE RATE** resulting from changes in the Index can occur monthly, that is, each billing period on the first day following your billing cycle date (the "Change Date"). On the date following your billing cycle date, we will adjust the **ANNUAL PERCENTAGE RATE** on the Account. **Annual Percentage Rate** is based on the **Index Value** in effect as of the date following your billing cycle date, plus your Margin, and will be effective for the current (new) billing cycle. If there is no change in the Index Value on the Change Date, the **Annual Percentage Rate** will not change for that billing cycle. The Maximum Annual Percentage Rate is currently capped at 17.99%. Logix reserves the right to increase the maximum interest rate if permitted by law or regulation.

**Penalty Rate - Credit Cards Not In Good Standing.** If your minimum required payment is more than 60 days late at any time, we will increase the Annual Percentage Rate, after such notice to you as is required by law, to a variable rate (Penalty Rate) equal to and currently capped at **17.99%**. We will apply the Penalty Rate to your entire Account balance and to any future transactions. If you make six (6) consecutive minimum periodic payments on time after the date we applied the Penalty Rate, your rate will return to the non-penalty APR applicable to your Account.

#### **BALANCE(S) SUBJECT TO INTEREST RATE(S)**

**Computing the Interest Charge.** The interest charge on your Account is computed each billing period by multiplying the Average Daily Balance on your Account by the applicable Daily Periodic Rate (the ANNUAL PERCENTAGE RATE divided by 365) and then multiplying this figure by the number of days in the billing period.

**Interest Charges on Balance Transfers: Interest** will be imposed on all balances that are transferred to your Logix Credit Card (Balance Transfer), as of the date of posting of each such Balance Transfer. **Interest** will continue to accrue until the balance transfer is repaid.

**Interest Charges on Cash Loan Advance: Interest** will be imposed on all **cash loan advances** that you obtain through the use of your **Credit Card** or **Convenience Checks**, including **credit withdrawals at ATMs**, and **advances initiated** via transfer through **Telephone Banking, Online Banking**, and through the **Checking Account Overdraft Protection** feature of your Card, as of the date of posting of each such cash loan advance. **Interest** will continue to accrue until the cash loan advance is repaid.

**Credit Purchases of Goods and Services. Interest** will be imposed on credit purchases of goods and services that you obtain with your Card as of the date such credit purchase is posted to your account and will continue to accrue until the date the credit purchase is repaid. However, **Interest** will not be imposed on credit purchases if paid in full by the payment due date during the grace period.

**Grace Period.** There is a grace period of 25 calendar days on all credit purchases of goods and services. In order to avoid interest charges on new purchases, you must pay the entire New Balance shown on the statement by the Payment Due Date. If you do not pay in full the New Balance shown on the statement by the Payment Due Date, all new purchases will accrue interest at the daily periodic rate from the date of the purchase until the closing date of the billing cycle. **There is no grace period on balance transfers or on cash loan advance transactions.** Some examples of cash loan advances include cash withdrawals at ATMs; advances initiated via transfer through Telephone Banking or Online Banking; Convenience Checks; or advances for Checking Account Overdraft Protection transfers, which accrue interest charges from the posting date.

**Average Daily Balance (Including Current Transactions) Computation Method.** We figure the **Interest** on your account by applying the periodic rate to the "Average Daily Balance" of your account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day, add any new purchases, balance transfers, and advances, and subtract any payments or credits and unpaid interest. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance".

#### **PAYMENTS AND DEFAULT**

**Payments.** You will receive a statement for each monthly billing period in which your account has an outstanding balance, itemizing the transactions on your account. You must make payments at least monthly in an amount at least equal to the minimum payment amount. The minimum payment amount will be based on the new balance shown on your statement. Such payments must be made regardless of any prepayments as long as a balance exists. Your periodic payment is applied in the following order: (a) to late charges and fees, if any; (b) to periodic interest on balance transfers, advances, and purchases; (c) the unpaid balance of cash loan advances and balance transfers; and, (d) credit purchases of goods and services. Payments in excess of the required MINIMUM PAYMENT will be applied first to the balances subject to the highest Annual Percentage Rate and then to balances subject to lower Annual Percentage Rates, in descending order of Annual Percentage Rates until all balances subject to an Annual Percentage Rate are paid in full. You must pay each billing period, by the specified Payment Due Date, a MINIMUM PAYMENT of at least 2% of the outstanding balance, but not less than \$30.00. If your balance is less than \$30.00, the MINIMUM PAYMENT amount will be your balance.

**Repayment.** You promise to repay to us at our office in Castaic, California, or such other place as we may designate in writing, all sums advanced by us from time to time under this Agreement, all applicable charges and fees, any interest and any other charges computed on the credit card account as described below.

**Automatic Payment Option.** If you have elected Automatic Payment (or "AutoPay"), Logix will automatically deduct and transfer your monthly Credit Card payment from your designated Logix checking or savings account on the scheduled Payment Due Date. **The Automatic Payment Option is voluntary, is not a condition of credit or this Agreement, and can be withdrawn by you at any time.**

When you elect AutoPay, you agree and authorize us to adjust the automatic payment amount each month to either the minimum monthly payment (Required Payment Due) or "payment in full". Notification of the varying payment amount due and scheduled payment due date will be satisfied by providing you with a monthly billing statement reflecting this information.

If sufficient funds are not available in your designated checking or savings account to satisfy the total amount of the payment when due, we will take whatever funds are available each processing day until the minimum payment is satisfied. **If due to insufficient funds, we do not transfer funds to make your required Credit Card payment, you will be responsible to ensure that the required Credit Card payment is made.** If your designated checking or savings account has insufficient funds on the scheduled payment date on two or more occasions, we may terminate the Automatic Payment option.

Unless terminated earlier by us, the Automatic Payment option remains in full force until Logix receives notification from you terminating the arrangement. Your request for termination must give Logix reasonable opportunity to act on it.

**Prepayments.** Though you need only pay the minimum payment due set forth in your monthly statement, you understand that you have the right to repay your Account balance at any time without penalty. You also understand and agree that you will only be charged interest charges to the date you repay your entire Account balance. You may make larger payments without penalty and this may reduce the total amount of interest charges that you will repay. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your Account balance 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 Account balance will (a) increase or (b) decrease your periodic interest charge. Credits from merchants may not be applied to the minimum payment due.

**Irregular Payments.** We may accept late payments or partial payments, or checks, drafts or money orders marked "Payment in Full", without losing any of our rights under this Agreement.

**Payments Marked, "Paid In Full".** We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness without being bound by such language or waiving any rights under this Agreement and Disclosure. Full satisfaction of indebtedness will be accepted by us only in a written agreement, signed by one of our authorized Logix Federal Credit Union representatives.

**Events of Default.** You will be in default under this Agreement if any of the following events shall occur: (a) In the event of your death, (b) If you are determined incompetent; (c) If you fail to comply with the minimum payment or any other terms or conditions of this Agreement or any other obligation you have or will have with us (for late payment see also "PENALTY RATE" above); (d) If you make false or misleading statements in any credit application or update of credit information; (e) If you should become insolvent; (f) If a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code or any State insolvency statute by or against you; (g) If a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against you or any of your property, assets or income; (h) If we should consider yourself or any debts due under this Agreement unsafe or not completely secure or if we should believe, in good faith, that the chances of your paying or performing all of your obligations under this Agreement have been impaired; or, (i) If you are no longer the trustee, account owner or have authority to sign on the related membership share account. If you fail to fulfill the terms of this Agreement and Disclosure, a negative report reflecting on your credit record may be submitted to consumer credit reporting agencies.

**Entire Balance Due.** If you are in default, we may require that you immediately pay the outstanding balance with interest due on the balance at the applicable **Annual Percentage Rate** provided in the above "Interest Charges" section until paid. You also agree our obligation for further credit extensions shall immediately end. If we demand full payment of the outstanding balance and you fail to immediately make payment, you agree to pay all collection costs and fees.

**Collection Costs.** If you are in default under this Agreement and Disclosure, you agree to pay all collection costs, including without limitation, our reasonable attorney's fees and court costs incurred during collection.

**Termination of Membership/Membership Not in Good Standing.** Granting you an Account is conditioned upon your continued membership with Logix. Discontinuation of your Logix membership will result in termination and revocation of your Credit Card privileges, requiring you to return all Credit Card(s) to Logix and payment of the "ENTIRE BALANCE DUE" as identified in the above section.

If your membership is not in good standing, Logix reserves the right to terminate services. If your Credit Card is terminated, you are responsible to pay the balance in full.

**Responsibility.** You agree to repay us according to the terms of this Agreement and Disclosure for all purchases, cash loan advances, balance transfers transactions, interest, over-limit, annual fees and late charges, if any, arising from the use of the Credit Card by you, or any other person you permit to use the Card, even if that person exceeds your permission, or if we approve charges in excess of the Credit Limit.

#### **CHECKING ACCOUNT OVERDRAFT PROTECTION**

**Overdraft Protection Feature and Application:** Your Logix Credit Card includes Overdraft Protection for your Logix checking account. The checking account Overdraft Protection feature applies to any overdraft on your checking account, provided your Credit Card Account has sufficient available credit and is not otherwise restricted by us. Overdraft Protection cannot be restricted or limited to checking account overdrafts caused by any specific or exclusive individual signer(s) on the account.

**Liability For Overdrafts Caused By Any Checking Account Signer:** You understand that if advances are made against your Account to cover overdrafts to your checking account created by other persons with the right to access said checking account, you will be fully liable for such advances nonetheless.

**Advances for Overdraft Protection:** All advances against your Account for purposes of providing overdraft protection are Cash Advances and are subject to interest charges as identified above. All advances to cover checking account overdrafts will be made in increments of \$100.

**Overdraft Protection Procedure:** If we receive one or more checks or other item drawn against your Logix checking account which exceeds the available balance in your checking account at the time the check or other item is received by us, such check or other item will be considered a request for a cash loan advance by you against your Credit Card Account(s) and/or ReadyLine of Credit or a funds transfer from your Logix savings account, in an amount sufficient to permit us to honor and pay the check or other item and any Overdraft Protection Transfer Fee, but not to exceed your approved Credit Limit or savings account available balance, and, if your request is thereby approved by us, we will credit the loan advance or funds transfer to your checking account. If you have established both a Logix Platinum and Logix Platinum Rewards Credit Card on the membership account number associated with the Logix checking account against which the check or other item is presented, we will first look to the oldest/first established Logix Credit Card Account to initiate the Overdraft Protection cash loan advance. If there is insufficient credit available on the first/oldest established Logix Credit Card Account we will then look to your other Logix accounts as established under the same membership account number to advance or transfer the funds, provided there is sufficient available credit or funds, in the following order: (a) your ReadyLine of Credit; (b) your main savings or additional savings account; and (c) your next/latest established Logix Credit Card Account, to initiate the cash loan advance or savings account funds transfer to cover the amount of the check(s) or other item(s) plus the Overdraft Protection Transfer Fee. Depending on the amount of available credit on your Logix Credit Card Account(s) and the amount of the check or other item presented for payment we may initiate cash loan advances or funds transfers against more than one of your Logix accounts and Credit Cards in order to cover the amount of the check or other item and the related fee so that we can honor and pay the check(s) or other item(s). However, if sufficient credit is not available on the Logix Credit Card Account(s) or ReadyLine, or sufficient funds are not available in your Logix savings account(s) to cover the entire amount of the check(s) or other item(s) and any fee, we will not initiate a Checking Account Overdraft Protection cash loan advance or savings account funds transfer under this Logix Credit Card Agreement and Disclosure, the check(s) or other item(s) will be returned unpaid and we will charge you an NSF fee per check or item. You have the right to change the above described hierarchical order of Checking Account Overdraft Protection transfers made from your Credit Card Account(s), ReadyLine, and savings account(s), to cover your Logix checking account overdrafts. Refer to the "OVERDRAFT DISCLOSURES" section of the Membership and Accounts Agreement and Disclosure for additional information.

**Limit:** Your Checking Account Overdraft Protection limit will be part of, and not in addition to, your total approved Credit Limit under this Agreement.

## MERCHANTS

**Credits.** If merchants who honor your Card give you credit for returns or adjustments, they will do so by sending us a credit, which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply the credit balance against future purchases or cash advances, or we will refund the credit balance to you within seven (7) business days of receipt of your written request if the credit balance is \$1.00 or more.

**Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. We are subject to claims 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 plan 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 plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant. If you dispute a charge with a merchant, we may, at our discretion, credit your Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.

**Investigation Authorization.** You agree to advise us of any changes in your financial condition which may adversely affect your creditworthiness and authorize us to obtain information concerning your creditworthiness from consumer/credit reporting agencies, employers, or others, both now and in connection with updates, renewals, and later credit extensions. At your request, we will tell you if such information has been obtained or if we take adverse action on your account as a result of information obtained from a consumer credit reporting agency. We will advise you of that fact and supply you with the name and address of the reporting agency making the report. We may require that you complete a new credit application if you wish to increase your Credit Limit or extend the terms of repayment. You authorize us to disclose information regarding the Account to credit reporting agencies and other creditors who inquire of us about your credit standing to the extent authorized by law.

## MISCELLANEOUS

**Change of Name, Address, Contact Information and/or Employment.** You will advise us promptly of any change in your name, address, contact information or employment. 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 on our records, or when notified electronically if you have requested and consented to electronic statements and notifications.

**Cancellation.** You can cancel your Account at any time by returning to us your Card(s), cut in half, along with a letter requesting that we cancel your Account. We may cancel this Agreement at any time. However, your obligation under this Agreement and any charges and advances made under it prior to cancellation will continue to apply until you have paid all money you owe on the Account.

**Delay In Enforcement.** We may delay enforcing any of our rights or otherwise refrain from exercising any of our rights regarding any breach or default that occurs without losing our rights or waiving our rights.

**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" will not be applied if they would result in the application of non-California law.

**Information Reported to Credit Bureaus.** If you believe that any information we have reported to consumer credit reporting agencies (credit bureaus) regarding your Account is inaccurate or incomplete, please notify us in writing at Logix, Attn: Card Services, P.O. Box 4036, Castaic, CA 91310-4036. Please provide specific information so that we can identify the information you believe to be inaccurate or incomplete.

**Non-Reissuance.** For security purposes, Logix Credit Cards are reissued periodically. If at the time of reissuance your Account has been inactive for at least 12 months, we will not reissue a new Card to you and may close your Account.

**Periodic Review.** A periodic review of credit card and line of credit accounts is performed to determine the continued probability of repayment. We also rely on information requested and received from credit reporting bureaus and agencies regarding the handling of your credit related accounts with other financial institutions for this same purpose. If, in our opinion, we believe that your credit history has significantly deteriorated since your new or reissued Credit Card was provided to you, we reserve the right to close your Account and to prohibit further advances. Deterioration in your credit history can result from late payments, collections, liens, or exceeding established Credit Limits.

**Transfer of Account.** You cannot transfer or assign your Credit Card Account to any other person.

**Waivers.** Waivers will be binding only if we agree to the waiver in a signed writing.

## **CROSS-COLLATERALIZATION**

Collateral (other than real property) securing other loans with us may also secure this loan.

## **FEES**

**Foreign Transactions Fees - Foreign Currency Conversion and Cross-Border Transactions.** Foreign currency transactions will be converted into U.S. Dollars using either a wholesale exchange rate or government-mandated exchange rate as selected by the credit card Network on the date the transaction is processed, which may be a date different from the date the transaction occurred or was posted to your account. A Fee of 0.2% is charged for the foreign currency conversion, which is added to the converted U.S. Dollar amount debited to your account. Additionally, all transactions conducted or processed outside of the U.S.A. and its territories, for foreign military bases, embassies, and consulates, (Cross-Border transactions), whether conducted in foreign currency or U.S. Dollars, will be assessed a fee of 0.9% of the U.S. Dollar amount, even if the transaction is initiated in the United States (such as if you initiate an Internet transaction in the United States but the merchant processes the transaction in a foreign country.) Logix Federal Credit Union has no control over the conversion rate used or fees charged by the credit card Network. Logix rebates Foreign Transaction Fees.

If you use your Logix Credit Card to make a Cash Withdrawal (Cash Advance), transfer, or inquiring at an ATM outside the U.S (located in a foreign country) you may be assessed ATM fees. Please refer to the ATM FEES section below on information for the ATM Fees and the conditions under which they may be waived or rebated.

**Late Payments.** We may accept late payments or partial payments without losing any of our rights under this Agreement. Late Charges are assessed if your payment is received after the scheduled Payment Due Date. For payments received past due, you agree to pay a **Late Charge of \$15 for balances under \$100; \$20 for balances \$100-\$500; \$25 for balances over \$500. If you are late more than one time during a six (6) month period, we may charge a Late Charge up to \$30.** Your Late Charge will never exceed the amount of the payment that you failed to make by its scheduled Payment Due Date.

**Returned Payment Fee.** If a payment that was applied to your Account is returned to us unpaid for any reason, you will be charged a **Returned Payment Fee of up to \$29.** However, the Returned Payment Fee will not exceed the amount of the payment that you were required to make under your periodic statement.

**Non-Sufficient Funds (NSF), Credit Card Convenience Check Fee.** You will be charged a NSF Credit Card Convenience Check Fee of up to \$30 if you write a Convenience Check for a transaction that exceeds your Credit Limit or the Convenience Check is written on a delinquent Account. The amount of the NSF Credit Card Convenience Check Fee will not exceed the amount of the Convenience Check that resulted in such fee being imposed.

**Stop Payment Orders on Credit Card Convenience Checks.** At your request and risk Logix will, without responsibility on its part, accept a Stop Payment Order on Credit Card Convenience Checks issued against your Account, subject to a **\$20 Stop Payment fee per check**, at the time such a Stop Payment Order is received. A Stop Payment Order will be in effect if all required information is provided and a reasonable amount of time has been allowed for the dissemination of such stop payment information. All written and oral Stop Payment Orders on Credit Card Convenience Checks that you write are effective for twelve (12) months from the date received, unless otherwise canceled or renewed by you in writing. If we inadvertently pay the Convenience Check when the stop payment should have been effective, we will reverse any Logix charges which result, including the Stop Payment fee. In addition, we will reimburse you for your losses, up to the amount of the check, so long as you are able to prove that you do not owe the money to the person to whom you wrote the check. However, if you are unable to prove that you do not owe the money, we will not be obligated to reimburse you for the check amount.

## **ATM Fees.**

**Transaction Fees at Non-Logix ATMs** - If you use your Logix Credit Card at an automated teller machine (ATM) or interactive teller machine (ITM) that is not operated by Logix (a Non-Logix ATM), either domestically or internationally, to perform a Cash Withdrawal (Cash Advance), Transfer or Inquiry, we will charge you a \$1.95 Transaction Fee for each withdrawal, transfer or inquiry you perform at a Non-Logix ATM. This fee may be waived or rebated if you maintain a minimum Silver Balance Tier with our Relationship Rewards Program.

**ATM/ITM Surcharges - Fees by Others** – The owner of any Non-Logix ATM may impose an ATM Surcharge Fee when you to conduct a Withdrawal, Transfer or Inquiry using their ATM or ITM (both domestically and internationally). Typically, you will be requested to accept this fee before proceeding with your transaction. This fee will be charged and is in addition to the above Transaction Fees at Non-Logix ATMs. This fee may be waived or rebated if you maintain a minimum Silver Balance Tier with our Relationship Rewards Program. Perform unlimited transactions without this fee at over 30,000 ATMs displaying the CO-OP ATM logo. Call (888) SITE-COOP (748-3667), or visit [lfcu.com](http://lfcu.com) for locations near you.

**Other Fees and Charges.** Please refer to the Logix Credit Card Rates and Fees Table below.

**Overdraft Protection Transfer Fee.** The Overdraft Protection Transfer Fee is charged to your Logix checking account. Please see the Logix Credit Card Rates and Fees Table below or the Schedule of Service Fees and Charges for the most current fees.

**YOUR BILLING RIGHTS: Keep This Document For Future Use**

**This notice tells you about important information 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:

**Logix, Attn: Card Services, P.O. Box 4036, Castaic, CA 91310-4036.** Or contact us on the Web at: **www.lfcu.com**

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 three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may **call us at (800) 328-5328**, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter** When we receive your letter, we must do two things:

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

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

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

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

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 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 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. 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 at:

**Logix Federal Credit Union, Attn: Card Services  
P.O. Box 4036, Castaic, CA 91310-4036**

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.

**See Next Page for Logix Credit Card Rates and Fees Table**

## Logix Credit Card Rates and Fees Table

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> Introductory APR for 15 months, based on your creditworthiness; must qualify. After that, your Standard APR will be:
Platinum	<b>11.99%</b> APR to <b>17.99%</b> APR
Platinum Rewards	<b>16.49%</b> APR to <b>17.99%</b> APR
	This APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Balance Transfers</b>	<b>3.99% - 8.99%</b> Introductory APR for 15 months, based on your creditworthiness; must qualify. After that, your Standard APR will be:
Platinum	<b>11.99%</b> APR to <b>17.99%</b> APR
Platinum Rewards	<b>16.49%</b> APR to <b>17.99%</b> APR
	This APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Cash Advances</b>	
Platinum	<b>17.99%</b> APR
Platinum Rewards	<b>17.99%</b> APR
	This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>17.99%</b> APR
	This APR may be applied if you: Make your minimum payment more than 60 days late at any time.
	<b>How Long Will the Penalty APR Apply?</b> If your APRs are increased, the Penalty APR will apply until you make six consecutive minimum payments when due.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin interest accrual on cash advances and balance transfers on the transaction posting date.
<b>Minimum Interest Charge</b>	None
<b>Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
<b>Transaction Fees</b>	
Foreign Transaction Fees	<b>Up to 1.1%</b> of each transaction in U.S. Dollars (Logix rebates foreign transaction fees)
Overdraft Protection Transfer Fee	<b>\$4.00</b>
<b>Penalty Fees</b>	
Late Payment	<b>Up to \$30.00</b>
Returned Payment	<b>\$29.00</b>
NSF Credit Card Convenience Check	<b>\$30.00</b> When over the credit limit or written on delinquent account
<b>Other Fees</b>	
Stop Payment Credit Card Convenience Check	<b>\$20.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance" (including new purchases). See above for details.

**Loss of Introductory/Promotional APR:** We may end your introductory APR or your promotional APR and apply the Penalty APR if you make your minimum required payment more than 60 days late at any time.

**Billing Rights:** For information on your rights to dispute transactions and how to exercise those rights refer to your Credit Card Agreement and Disclosure.

**Periodic Rate Information:** The daily periodic rate for Standard APR Purchases and Balance Transfers ranges from 0.0328% to 0.0493%. The daily periodic rate for Cash Advance and Penalty APR is 0.0493%.

**Introductory Rate on Platinum Rewards and Platinum Card –** The Introductory Rate for Purchases and Balance Transfers is available to members who meet minimum credit score and underwriting criteria. Cardholder must qualify. Credit card purchases made during the first 15 months from the date your credit card account is opened qualify for 0% APR for the first 15 billing cycles. Balance Transfers made during the first 15 months from the date your credit card account is opened qualify for 3.99% APR to 8.99% APR for the first 15 billing cycles. When the Introductory Rate period for purchases and balance transfers has ended, the rate applied to any remaining outstanding balance for those transactions will be at the cardholder's standard Credit Card rate. (Platinum Credit Cards that are share secured are excluded from the Introductory Offers.)

**Important Notice for Service Members and Their Dependents - Military Lending Act Disclosure:** Military Lending Act Disclosure: 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). Please call us at **866-399-5328** to receive disclosures orally.

Logix Federal Credit Union  
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