



SOLANO FIRST FEDERAL CREDIT UNION
(Formerly Known As)
CMT FEDERAL CREDIT UNION
VISA CREDIT CARD
AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
EFFECTIVE: December 13, 2008

This VISA Credit Card Agreement and Federal Truth-In-Lending Disclosure Statement (Agreement) applies to your VISA Account with Solano First Federal Credit Union-F.K.A. CMT Federal Credit Union. It supersedes all prior agreements and disclosures relating to your account. In this Agreement the words You, Your, and Yours mean each and all of those who apply for or use the card. We, Us, and Our mean Solano First Federal Credit Union-F.K.A. CMT Federal Credit Union. Card means the VISA Classic or VISA Gold Card issued to you and any duplicates and renewals we may issue. Account means your VISA Classic or VISA Gold Account with us. You agree to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using, or permitting others to use the Account and/or the Card issued to you by us, you agree to the following terms:

TERMS APPLICABLE TO VISA CLASSIC ACCOUNTS

FINANCE CHARGE: You promise to pay us all sums advanced to you under this Agreement at any time plus a FINANCE CHARGE as determined by us. The FINANCE CHARGE is computed based upon a monthly periodic rate of 1.033%, which corresponds to an ANNUAL PERCENTAGE RATE of 12.4 %.

MINIMUM MONTHLY PAYMENT: every month you must pay at least the Minimum Monthly Payment Due by the Payment Due Date shown on your monthly statement. You may pay more frequently, pay more or pay the New Balance in full and you will reduce your periodic FINANCE CHARGE by doing so. The minimum Monthly Payment will be either: (a) 3% of your New Balance or \$20, whichever is greater; or (b) your New Balance if it is less than \$20. In addition, you must pay any amount on your monthly statement listed as past due and any late charge. Lastly, at any time your New Balance exceeds your Credit Limit, you must pay the excess as well as any Overlimit Charge. You understand and agree that your Minimum Monthly payment is applied in the following order: (a) unpaid fees and charges, if any, (b) unpaid periodic FINANCE CHARGE and (c) unpaid balance on advances and purchases.

TERMS APPLICABLE TO VISA GOLD ACCOUNTS

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

FINANCE CHARGE: You promise to pay us all sums advanced to you under this Agreement at any time plus a FINANCE CHARGE as determined by us. If your ANNUAL PERCENTAGE RATE is changed pursuant to the provisions set forth below, the number of payments required to repay the unpaid balance will be affected accordingly. The initial periodic rate used in calculating the Monthly Periodic FINANCE CHARGE is the monthly Periodic Rate of .7666% (initial corresponding ANNUAL PERCENTAGE RATE of 9.20%).

HOW WE DETERMINE CHANGES IN YOUR ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE may increase or decrease during the term of this Agreement. Any such change will be based on an increase or decrease of the highest Prime Rate published in the Wall Street Journal on the last business day of February, May, August and November of each year (herein "Index"). In the event that the Index ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index.

Your ANNUAL PERCENTAGE RATE is determined by adding 2.20% to the Index in effect as of each Adjustment Date. The Index in effect as of this Agreement is 4.00%. We may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

Your ANNUAL PERCENTAGE RATE is subject to change every three months on the cycle date of March 12, June 12, September 12 and December 12 of each year. These dates shall be known as "Adjustment Dates." The Index in effect in February shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of March 13. The Index in effect in May shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of June 13. The Index in effect in August shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of September 13. The Index in effect in November shall be used to calculate the ANNUAL PERCENTAGE RATE change effective December 13. There is no maximum ANNUAL PERCENTAGE RATE during the term of this Note, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted Federal Credit Unions at the time of each ANNUAL PERCENTAGE RATE change. The minimum ANNUAL PERCENTAGE RATE during the term of this Agreement is 9.20%. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement are at our discretion. If the ANNUAL PERCENTAGE RATE and Periodic Rate increases or decreases, the FINANCE CHARGE will increase or decrease. Each change in the ANNUAL PERCENTAGE RATE and the Periodic Rate will apply to any balance outstanding on the effective date of such change as well as to future purchases and cash advances.

MINIMUM MONTHLY PAYMENT: Every month you must pay at least the Minimum Monthly Payment Due by the Payment Date shown on your monthly statement. You may pay more frequently, pay more or pay the New Balance in full, and you will reduce your periodic FINANCE CHARGE by doing so. The Minimum Monthly Payment will be either: (a) 2% of your New Balance or \$20, whichever is greater; or (b) your New Balance if it is less than \$20. In addition, you must pay any amount on your monthly statement listed as past due and any late charge. Lastly, at any time your New Balance exceeds your Credit Limit, you must pay the excess as well as any Overlimit Charge. You understand and agree that your Minimum Monthly Payment is applied in the following order: (a) unpaid fees and charges, if any, (b) unpaid periodic FINANCE CHARGE and (c) unpaid balance on advances and purchases.

TERMS APPLICABLE TO ALL VISA ACCOUNTS

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

A FINANCE CHARGE will be imposed on Credit Purchases of goods and services that you obtain through the use of your Account ONLY if you elect NOT to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of the statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of statement, a FINANCE CHARGE will be imposed on the unpaid balance of Credit Purchases from the statement closing date and on Credit Purchases made during the current billing cycle from the date of posting each such Credit Purchase to the Account, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full.

The Periodic FINANCE CHARGE for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to the Account and subtracting any payments as received and credits posted to the Account, but excluding any unpaid FINANCE CHARGES.

HOW TO COMPUTE THE ADVANCES BALANCE CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS UPON WHICH PERIODIC FINANCE CHARGES ARE ASSESSED:

A FINANCE CHARGE will be imposed on Cash Advances that you obtain through the use of your Account during the current billing cycle from the date of each such Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to the Account, whichever is later, and will continue to accrue until paid if paid during the same billing cycle as made. The FINANCE CHARGE will continue to accrue on the unpaid balance until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full.

The Periodic FINANCE CHARGE for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance of Cash Advances which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments as received and credits as posted to the Account, but excluding any unpaid FINANCE CHARGES. There is no grace period in order to avoid the imposition of FINANCE CHARGES on cash advances. This determines your total FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGES will be shown on your monthly statement.

PAYMENT: You promise to repay Solano First-F.K.A. CMT in United States dollars at our office or at the address set forth on your monthly statement, all sums advanced to you or any person you permit to use this Account on the terms and at the rates set forth herein. Payments will continue until you have paid in full the unpaid balance, FINANCE CHARGES and any other fees and charges.

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

PURCHASES AND ADVANCES: You may make purchases and request advances in accordance with our current loan policies up to your Credit Limit. You understand and agree that all purchases and other transactions requested by you are subject to our approval.

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

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

PREPAYMENT OR IRREGULAR PAYMENT: Though you need only pay the Minimum Monthly Payment, you understand that you have the right to repay your loan at any time without penalty. You also understand and agree that you will only be charged FINANCE CHARGES to the date you repay your entire loan. You may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGES that you will repay. Any partial payment of your loan 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 Periodic FINANCE CHARGE.

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; 3) your credit worthiness is impaired; 4) you die, become insolvent or are the subject of bankruptcy or receivership proceedings; or 5) if the value of the security (if any) materially declines. In the event of any action by us to enforce this Agreement, you agree to pay the cost thereof, reasonable attorneys' fees, and other expenses. You understand and agree that FINANCE CHARGES at the ANNUAL PERCENTAGE RATE as permitted under this Agreement will continue to accrue until you repay your entire loan.

LIEN ON SHARES: If you have voluntarily agreed to a lien on shares in your VISA Application, you understand and agree that if you are in default on your Account, we may apply all shares (except IRA accounts) then on deposit needed by us to repay your loan.

PLEDGE OF SHARES: If you signed a separate Share Pledge Agreement, you understand and agree that you are pledging, under the Uniform Commercial Code, shares now on deposit in your regular share account(s). You understand that You must, at all times, keep a sum equal to your credit limit on deposit in your regular share account(s) until you repay your entire loan and your Account is terminated. You understand and agree that this security interest will cover future purchases and advances under this Agreement. If you default, we may apply these shares to repay your loan in accordance with federal or other law. You understand that the ANNUAL PERCENTAGE RATE, quoted above, does not take into account the amount pledged in regular share account(s).

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 until you repay your entire loan. You also agree to pay our reasonable attorneys' fees, and court costs.

RESPONSIBILITY: You agree to repay us according to the terms of this Agreement 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 your 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 but if that person signs the Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. 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.

UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card and/or the Account. You will not be liable for unauthorized use that occurs after you provide notification by calling 1(800) 453-4270 or when we receive notice in writing at Solano First Federal Credit Union - F.K.A. CMT Federal Credit Union PO Box 5040, Fairfield, CA 94533-0682, of the loss, theft or possible unauthorized use. In any case, your liability for unauthorized use will not exceed \$50.00. Your liability may be less based on VISA regulations.

TERMINATION: We may terminate this Agreement upon your default. Either we or you may terminate this Agreement for other good cause. In no event shall termination relieve you of your obligation to

repay sums already borrowed, FINANCE CHARGES, late charges, and overlimit charges, if any. You agree to return all the Cards issued to you or any party designated by you.

OVERLIMIT FEE: You will be charged an overlimit fee of \$9.00 if at any time during the billing cycle the amount owed on your Account exceeds the Credit Limit for the Account.

LATE CHARGE: If the Minimum Monthly Payment on your Account is not received by us within 5 days after the due date set forth on your monthly statement, a late charge of \$7.50 will be added to your Account.

RETURNED CHECK FEE: You will be charged a return check fee of \$25.00 if a check or Money Order used for payment is not honored by the institution upon which it is drawn.

REPLACEMENT CARD FEE: You will be charged a replacement fee of \$10.00(\$20.00 for expedited service) for each additional or replacement Card(does not apply to instances of imprinting errors).

DOCUMENT FEE: If a copy of any monthly statement, sales draft or similar document is provided by us at your request, (other than in connection with a billing error inquiry), a document fee in the amount of \$2.00 for each monthly statement, and \$5.00 for each sales draft or any other document, may be imposed by us on your Account.

CREDIT LIFE AND/OR DISABILITY INSURANCE: If you choose to purchase credit insurance on your Account, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance on your Account. We will add the premium amount to your Account balance on the Billing Cycle Closing Date. The purchase of this insurance is entirely voluntary and is not required for credit approval. You acknowledge receiving a copy of the credit insurance documents which contain current rates and other information.

TRANSACTION SLIPS: Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the monthly statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. We may make a reasonable charge for any photocopies or slips you request.

PLAN MERCHANT DISPUTES: We are not responsible for the refusal of any plan merchant or financial institution to honor your 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.

FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

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

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

LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY: You will notify us AT ONCE if you believe that your Credit Union VISA Card, Account number, PIN or any combination of the three has been lost or stolen by immediately calling us at (707)422-1342 or after hours at 1(800)453-4270. Telephoning is the best way of keeping your possible losses down. Cardholders who report loss, theft or unauthorized use of cards within 2 business days from the time it was discovered, liability will be \$0. Cardholders who report loss, theft or unauthorized use after the 2-day period, their maximum liability will be \$50. Your liability may be less based on VISA regulations. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

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. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

AUTOMATIC OVERDRAFT AUTHORIZATION: We may clear any overdraft from your Share Draft Account by an advance from your Account in the amount of the overdraft, subject to the terms of this Agreement. If you are not eligible to receive an advance from us under this Agreement, your Share Drafts may be returned and your Account closed.

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

GOVERNING LAW: You understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. You also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "Additional Disclosure -- Federal Truth-in-Lending Act" which is delivered together with this form is an integrated part of the Agreement.

CHANGE OF TERMS: This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. You understand and agree 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.

MEMBERSHIP REQUIREMENT: You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account ad/or Card privileges including future purchases and advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which you do not maintain your membership with us.

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

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

COPY RECEIVED: You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

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

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

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

NOTIFY US IN CASE OF QUESTIONS OR ERRORS ABOUT YOUR BILL

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed for inquiries on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent the first bill 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:

Your name and Account number.

The dollar amount of the suspected error.

Describe the error and explain, as clearly as 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 bill automatically from your share or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us 3 business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply an 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 bill that are not in question.

If we find that we made a mistake on your bill, 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 payment 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 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 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. 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 bill was correct.