

CREDIT LINE ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA CLASSIC, SECURED VISA CLASSIC AND VISA PLATINUM AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CLASSIC, SECURED VISA CLASSIC AND VISA PLATINUM CREDIT CARDS, AND/OR OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Purchases	VISA Classic: _____% - 18.00% based on Your creditworthiness VISA Platinum: _____% - 18.00% based on Your creditworthiness Secured VISA Classic: _____% - 18.00% based on Your creditworthiness
Annual Percentage Rate (APR) For Balance Transfers	VISA Classic: _____% - 18.00% based on Your creditworthiness VISA Platinum: _____% - 18.00% based on Your creditworthiness Secured VISA Classic: _____% - 18.00% based on Your creditworthiness
Annual Percentage Rate (APR) For Cash Advances	VISA Classic: _____% - 18.00% based on Your creditworthiness VISA Platinum: _____% - 18.00% based on Your creditworthiness Secured VISA Classic: _____% - 18.00% based on Your creditworthiness Share Secured: _____% Personal Property Secured: _____% - _____% based on the length of repayment, age and type of property offered as security. Certificate Secured: _____% This APR will vary with the rate paid on the certificate(s) pledged as security. Variable Rate Signature Line of Credit: _____% This APR will vary with the Market based on the Prime Rate. Fixed Rate Signature Line of Credit: _____%
Paying Interest	For VISA, We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. For all Feature Categories, We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.
Fees	
Penalty Fees	
<ul style="list-style-type: none"> Returned Payment Over-the-Credit Limit Late Payment 	For VISA, up to \$30.00 For VISA, up to \$10.00 Except for VISA, the greater of 20.00% of the interest due or \$0.05 For VISA, up to \$15.00

How We Will Calculate Your Balance: For all Feature Categories (except VISA), We use a method called "daily balance." For VISA, We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

Billing Rights: Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean McKesson Employees' Federal Credit Union. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint account, read singular pronouns in the plural. The words "Card," "Credit Card" and "VISA" mean the VISA Classic, Secured VISA Classic or VISA Platinum Credit Card issued to You and any duplicates or renewals We may issue.

You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, convenience checks, Credit Cards and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

FEATURE CATEGORIES. Your Account has Feature Categories which may include Fixed Rate Signature Line of Credit (including Overdraft Protection), Variable Rate Signature Line of Credit (including Overdraft Protection), Personal Property Secured (a label to reference Feature Categories described on a page entitled "Additional Disclosure - Federal Truth-In-Lending Act"), Share Secured, Certificate Secured, VISA Classic, Secured VISA Classic and VISA Platinum.

ADVANCES. Whenever You request a transaction, We may require You to prove Your identity. If You request an advance by telephone, We will deposit the amount requested in Your share account or Your share draft account and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your telephone request. You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares and/or Collateral offered as security.

SECURITY. As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account(s) and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

Whether additional security will be required depends on the type of advance You request. If You request an advance under a Feature Category which describes personal property, that property, including the proceeds of the sale of such property, must also be given as Collateral. For example, a Feature Category called "New Car Advances" means the security will be a new car. The fact that we are acquiring a security interest in certain Property and/or Certificate(s) will be disclosed in the Credit Line Account Advance Request and Security Agreement form related to any initial secured advance. You will be provided a copy of that form at the time You receive the initial advance for any secured Feature Category.

Except for Our security interest, any Collateral pledged as security for Your Account is owned free and clear from any liens, adverse claims, security interests or encumbrances. Without Our express written consent, no other liens, security interests or encumbrances will be allowed to attach to the Collateral. You agree to inform Us immediately if the Collateral is to be moved from the address We have on file for You or at such other address at which You have informed the Credit Union the Collateral is now located. The Collateral will not be sold or otherwise transferred and at all times the Collateral will be kept in good repair. The Collateral shall not be used for any unlawful purpose. We shall receive Your full cooperation in obtaining everything that We require to place and/or maintain Our security interest and/or lien in the Collateral. We may examine and inspect the Collateral at any time, wherever located. All taxes or assessments on the Collateral shall be paid as they come due; if not paid, We may pay them and will be entitled to reimbursement or alternatively, charge that amount to Your Account, under the related Feature Category.

You acknowledge that You own any certificates, shares and/or Collateral pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the certificates, stocks, shares and/or Collateral being pledged enforceable.

For advances under any Certificate Secured Feature Category, all certificates which are pledged as security must be renewed until Your outstanding Account balance is paid in full. Failure to renew any certificates securing any advance will cause Your entire outstanding Account balance to become immediately due and payable.

OTHER SECURITY. Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

CONSENSUAL LIEN ON SHARES. If You have been issued a Credit Card, You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

ACCOUNT RESTRICTIONS. In order to receive and maintain a Share Secured or Secured VISA Classic Feature Category, You agree to give Us a specific pledge of shares which will be equal to Your credit limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your Share Secured or Share Secured VISA Feature Category.

In order to receive and maintain a Variable Rate Signature Line of Credit Feature Category, You must either sign up for and maintain the Direct Deposit of Your primary source of income into Your share draft account or You must pledge \$2,500.00 in Your primary share account with Us.

LINE OF CREDIT LIMITS. You will be notified of Your specific Credit Limits for advances which are made under Your Account. Unless You are in default, the Credit Limits established for You will generally be self-replenishing as You make payments on Your Account.

You will keep Your unpaid balance within the Credit Limits set by Us, and You will pay any amount over the Credit Limits on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limits. Even if Your unpaid balance is less than Your Credit Limits, You will have no credit available during any time that any aspect of Your Account is in default.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE). Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. You may make larger payments without penalty. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. For all Feature Categories (except VISA), payments will be applied first to any Late Charges owing, then to the Finance Charge due, then to the outstanding principal balance. VISA payments will be applied in the following order: (a) any Finance Charges due; (b) any fees owing; (c) the Minimum Payment due for cash advances; (d) the Minimum Payment due for balance transfers; (e) the Minimum Payment due for purchases; (f) the balance for cash advances; (g) the balance for balance transfers; and then to (h) the balance for purchases. Any amounts paid in excess of the Minimum Monthly Payment will first be applied to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is depleted.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Fixed Rate Signature Line of Credit and Variable Rate Signature Line of Credit Minimum Monthly Payments will be established at the time of each advance according to the following table and are subject to the lesser of the payment shown or Your Account balance:

Fixed Rate Signature Line of Credit

Outstanding Account Balance	Minimum Monthly Payment
\$ 0.00 to 1,000.99	\$ 50.00
\$ 1,001.00 to 2,000.99	\$ 100.00
\$ 2,001.00 to 3,000.99	\$ 125.00
\$ 3,001.00 to 4,000.99	\$ 150.00
\$ 4,001.00 to 5,000.99	\$ 175.00
\$ 5,001.00 to 6,000.99	\$ 225.00
\$ 6,001.00 to 7,000.99	\$ 275.00
\$ 7,001.00 to 8,000.99	\$ 300.00
\$ 8,001.00 to 9,000.99	\$ 325.00
\$ 9,001.00 to 10,000.99	\$ 350.00
\$ 10,001.00 to 11,000.99	\$ 400.00
\$ 11,001.00 to 12,000.99	\$ 425.00
\$ 12,001.00 to 13,000.99	\$ 450.00
\$ 13,001.00 to 14,000.99	\$ 500.00
\$ 14,001.00 to 15,000.99	\$ 525.00
\$ 15,001.00 to 16,000.99	\$ 575.00
\$ 16,001.00 to 17,000.99	\$ 600.00
\$ 17,001.00 to 18,000.99	\$ 625.00
\$ 18,001.00 to 19,000.99	\$ 675.00
\$ 19,001.00 to 20,000.99	\$ 700.00
\$ 20,001.00 to 21,000.99	\$ 750.00
\$ 21,001.00 to 22,000.99	\$ 775.00
\$ 22,001.00 to 23,000.99	\$ 800.00
\$ 23,001.00 to 24,000.99	\$ 850.00

Fixed Rate Signature Line of Credit

Outstanding Account Balance	Minimum Monthly Payment
\$ 24,001.00 to 25,000.99	\$ 875.00
\$ 25,001.00 to 26,000.99	\$ 900.00
\$ 26,001.00 to 27,000.99	\$ 950.00
\$ 27,001.00 to 28,000.99	\$ 975.00
\$ 28,001.00 to 29,000.99	\$ 1,025.00
\$ 29,001.00 to 30,000.99	\$ 1,050.00

Variable Rate Signature Line of Credit

Outstanding Account Balance	Minimum Monthly Payment
\$ 0.00 to 2,000.99	\$ 50.00
\$ 2,001.00 to 3,000.99	\$ 75.00
\$ 3,001.00 to 4,000.99	\$ 100.00
\$ 4,001.00 to 5,000.99	\$ 125.00
\$ 5,001.00 to 6,000.99	\$ 150.00
\$ 6,001.00 to 7,000.99	\$ 175.00
\$ 7,001.00 to 8,000.99	\$ 200.00
\$ 8,001.00 to 9,000.99	\$ 225.00
\$ 9,001.00 to 10,000.99	\$ 250.00
\$ 10,001.00 to 11,000.99	\$ 275.00
\$ 11,001.00 to 12,000.99	\$ 300.00
\$ 12,001.00 to 13,000.99	\$ 325.00
\$ 13,001.00 to 14,000.99	\$ 350.00
\$ 14,001.00 to 15,000.99	\$ 375.00
\$ 15,001.00 to 16,000.99	\$ 400.00
\$ 16,001.00 to 17,000.99	\$ 425.00
\$ 17,001.00 to 18,000.99	\$ 450.00
\$ 18,001.00 to 19,000.99	\$ 475.00
\$ 19,001.00 to 20,000.99	\$ 475.00
\$ 20,001.00 to 21,000.99	\$ 500.00
\$ 21,001.00 to 22,000.99	\$ 525.00
\$ 22,001.00 to 23,000.99	\$ 550.00
\$ 23,001.00 to 24,000.99	\$ 575.00
\$ 24,001.00 to 25,000.99	\$ 600.00
\$ 25,001.00 to 26,000.99	\$ 625.00
\$ 26,001.00 to 27,000.99	\$ 650.00
\$ 27,001.00 to 28,000.99	\$ 675.00
\$ 28,001.00 to 29,000.99	\$ 700.00
\$ 29,001.00 to 30,000.99	\$ 725.00

Personal Property Secured, Share Secured and Certificate Secured Minimum Monthly Payments will be disclosed to You at the time of each advance on a separate page titled "Credit Line Account Advance Request and Security Agreement."

VISA Classic, Secured VISA Classic and VISA Platinum Minimum Payments will be an amount equal to 2.00% of Your new unpaid VISA Classic, Secured VISA Classic or VISA Platinum Account balance at the end of each billing cycle, subject to a minimum of \$10.00, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

LATE CHARGES (EXCEPT FOR VISA). If Your payment is 10 or more days late, You will be charged 20.00% of the interest due with a minimum of \$0.05.

FINANCE CHARGES (EXCEPT FOR VISA TRANSACTIONS). A Finance Charge will be assessed on any unpaid principal balances for each Feature Category of Your Account for the period such balances are outstanding. Balances change each time advances are made, payments are made or credits given under any Feature Category. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

HOW TO DETERMINE THE FINANCE CHARGE (EXCEPT FOR VISA TRANSACTIONS). For all Feature Categories (except VISA), the Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance or Late Charges to that balance have been subtracted and any new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the Feature Category being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

VISA FINANCE CHARGES. In the case of any transactions under Your VISA Classic, Secured VISA Classic or VISA Platinum Feature Categories, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance each day, add any new purchases, balance transfers, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Finance or Late Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Monthly Periodic Rate.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to Your Account.

VARIABLE RATE SIGNATURE LINE OF CREDIT. Variable Rate Signature Line of Credit advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal on the first business day of each month of each year ("Index") plus Our ("Margin"). The Index plus the Margin equals the Interest Rate. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will effect the number of Your scheduled payments. Changes in the Interest Rate will take affect on the first business day of each month of each year following any change in the Index. Interest Rate changes are limited to one half of one percentage point per month and 3.00 percentage points in any given year. In any case, Your Interest Rate will never be greater than the lesser of 8.00 percentage points above Your initial Interest Rate or 18.00%.

VARIABLE RATE CERTIFICATE SECURED. Certificate Secured advances are subject to a Variable Rate which is based on the rate paid on the Certificate pledged as security as of the date such Feature Category is established and, subsequently, when the rate paid on the pledged Certificate changes ("Index") plus Our ("Margin"). The Index plus the Margin equals the Interest Rate. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your scheduled payments. Changes in the Interest Rate will take affect on the day of any change in the Index. Your Interest Rate will never be greater than 18.00%.

RATE INFORMATION. For the current Index, Margin, Daily and/or Monthly Periodic Rates and the corresponding ANNUAL PERCENTAGE RATES for all Feature Categories, refer to the separate page titled "Additional Disclosure - Federal Truth-In-Lending Act" or "Credit Line Account Advance Request and Security Agreement" which We will provide to You prior to the time of Your first credit advance.

OVERDRAFT PROTECTION. We may transfer funds in the amount necessary (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Fixed or Variable Rate Signature Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection

automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand. If Your entire Account balance is not then paid immediately upon default, and if permitted by law, the collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to it. If this is not done, to the extent permitted by law, the Credit Union may enter the premises where the collateral is located and take possession of it and the Credit Union may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. The Credit Union may sell or dispose of the collateral in any manner permitted by law, and any resulting deficiency on Your Account shall be immediately paid to the Credit Union. You further agree that We may, if necessary and at Our option, improve the Collateral from the state that it is in at the time of repossession to a state that is considered reasonable and customary for normal use of the Collateral and You agree to reimburse Us for any and all costs incurred in the course of such improvements.

COLLECTION COSTS. In the event collection efforts are required to obtain payment on this or any other Account, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

PROPERTY INSURANCE. You agree to insure the property described in the Security Interest section of any Credit Line Account Advance Request and Security Agreement against fire and other hazards, with a policy as specified by Us, in the amount necessary to protect Our security interest in the Collateral with Us named as loss payee for Our protection and with a maximum deductible of \$500.00. Such insurance shall protect against loss by fire, theft, and collision, and will provide "all risks" hull insurance in the case of aircraft or boats and accessories thereto, if any. You may purchase the insurance from any insurer You want, but We have the right not to accept the insurer for reasonable cause. If You do not get or keep such insurance, We may (but are under no obligation to do so) obtain it and: (a) add the costs to the principal balance of Your Account; (b) increase Your periodic payment; and/or (c) demand that You pay the cost in a single lump sum. In any case, You agree to pay for the cost of any such insurance and if You fail to do so, We may declare Your Account in default. You agree to deliver satisfactory evidence of the insurance policy to Us within any time period specified in any notice from Us or on Our behalf. You understand that any property insurance obtained by Us on the Collateral will only protect Our interest in this Agreement and the Collateral and that the cost of such insurance

may be remarkably greater than that which You obtain on Your own, all of which means that property insurance obtained by Us on Your behalf may cost You more and provide less coverage on the Collateral. We have the authority to obtain, adjust, settle or cancel insurance and may endorse any party's name on any draft.

CREDIT INSURANCE. If available, credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to Your outstanding Account balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," and/or "Credit Line Account Advance Request and Security Agreement" which is delivered together with this Agreement or at a later date become an integrated part of this Agreement and Disclosure.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Credit Line Account Agreement and Disclosure. By signing the Application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update information contained in Your original Account Application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

TERMINATION. Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are not inconsistent with controlling federal law. You agree that venue of any action on this Agreement may be laid in San Francisco County, California.

SPECIFIC TERMS APPLICABLE TO YOUR VISA CLASSIC, SECURED VISA CLASSIC AND VISA PLATINUM CREDIT CARDS

USE OF YOUR CARD. You may use Your card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

OWNERSHIP. All Credit Cards remain Our property and may be cancelled by Us at any time without notice. You agree to surrender the Cards and to discontinue their use immediately upon Our request.

ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER. We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

EFFECT OF AGREEMENT. Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Credit Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling (813) 886-9726 or by writing to: Credit Card Security Department, P. O. Box 30035, Tampa, Florida 33630. In any case, Your liability will not exceed \$50.00.

REFUSAL TO HONOR CARDS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards.

TRANSACTION SLIPS. Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

LATE CHARGE. If Your payment is 10 or more days late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$15.00.

OVER-THE-CREDIT LIMIT FEE. If You have affirmatively consented to allow Us to pay a transaction that would exceed Your Credit Limit and We have acknowledged Your consent as required by applicable law, subject to any limitations imposed by applicable law, You will be charged a fee for each billing cycle during which You exceed Your Credit Limit. The fee will be an amount equal to the lesser of: (a) \$10.00; or (b) the amount by which You have exceeded Your Credit Limit.

OTHER FEES AND CHARGES. You will be charged the following fees associated with the use of Your VISA Classic, Secured VISA Classic and VISA Platinum Credit Cards: (a) the lesser of \$30.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) that is returned unpaid; (b) a \$10.00 Card replacement fee for a lost Card; and (c) \$5.00 for a replacement PIN.

LOST CARDS. To report lost or stolen Credit Cards, You will call Us immediately at (813) 886-9726 or write to: Credit Card Security Department, P. O. Box 30035, Tampa, Florida 33630.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your share account after six months.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at Credit Card Security Department, P. O. Box 30035, Tampa, Florida 33630. 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 business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors in writing. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

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

While We investigate whether or not there has been an error:

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

After We finish Our investigation, one of two things will happen:

- 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 \$50.00 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 \$50.00. (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 Credit Card Security Department, P. O. Box 30035, Tampa, Florida 33630.

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.

Borrower's Initials _____