

We may hire or pay someone else to help collect your Account if you do not pay. You will pay us any collection costs incurred by us. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, including attorneys' fees and legal expenses for bankruptcy proceedings, civil actions, arbitration proceedings, declaratory actions or other filings or proceedings, declaratory efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. You will also pay any court costs, in addition to all other sums provided or allowed by law.

Termination (Other Than By Default). Upon ninety (90) days prior written notice ("Termination Notice") to you, we may terminate your Account and demand full payment for all advances thereunder, together with accrued interest thereon and all other amounts owing under the Account, less any unearned refundable charges and subject to legal limits. If we do so, we will not allow any further advances to you under this Agreement, and you agree to return or destroy any Cards or other access devices immediately. If a request for an advance is presented to us for payment after we terminate your Account and we process it for payment or you otherwise obtain an advance, you agree that we may add the amount of that advance to your outstanding Account balance. If we terminate your Account, you will remain liable for all obligations under this Agreement. You may terminate your Account at any time by: (i) paying us in full the outstanding and unpaid principal balance plus accrued interest thereon, and all other sums due less any unearned charges and subject to legal limits; (ii) notifying us in writing that you are terminating your Account; and (iii) immediately returning or destroying all Cards or other access devices. If you or we terminate your Account, you will remain liable for all obligations under this Agreement.

OTHER TERMS

Security Interest; Right of Set-off. You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to us all your right, title and interest in and to your Firefighters First Credit Union Business Checking Account, your other accounts, if any, with us or any of our affiliates (whether savings, business checking, money market, or some other account), including without limitation all accounts you may open in the future, but excluding all IRA, SEP, Keogh and certain trust accounts. You authorize us and each of our affiliates, to the extent permitted by applicable law, to charge or set off all sums owing pursuant to the Agreement against any and all such accounts and, at our option, to administratively freeze all such accounts to allow us to protect our charge and set-off rights provided in this paragraph.

Collateral Requirement. If we require collateral for your Account, you agree to execute a security agreement and other documents that we deem reasonably necessary to perfect the security interest in the collateral. You authorize us to file financing statements naming you as debtor and describing the collateral.

Insurance Requirements. You may be required to obtain insurance acceptable to us on any physical collateral securing your Account. If required, you may obtain insurance through a company of your choice that is satisfactory to us. Subject to applicable law, if you fail to obtain or maintain the required insurance we may purchase insurance to protect our own interest and add the premium to your Account balance and/or declare your Account in default.

Unauthorized Use. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at: **P.O. Box 60890, Los Angeles, CA 90060**, or call us at **(800) 231-1626**. You may also contact us on the Web: **www.firefightersfirstcu.org**. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Financial Information and Re-evaluation of Credit. You and each guarantor (if any) authorize us to obtain business and personal credit bureau reports in your and any guarantor's name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our

credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.

Foreign Transactions. Purchases, Cash Advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa® operating regulations for international transactions. You understand and agree that a 1% fee for international transactions will be added to the amount of the Purchase, Cash Advance, or credit, regardless of whether the international transaction requires a currency conversion. In the event that an international transaction is converted to 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 the 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 conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

Guaranty. Each Guarantor jointly, severally, and unconditionally guarantees payment of, and agrees to pay to our order upon demand, all present and future obligations at any time outstanding under your Account pursuant to this Agreement or any extension, renewal, or modification hereof. The obligations under this guaranty are independent, and each Guarantor agrees as follows: (i) we may obtain consumer credit reports on and provide information to others regarding such Guarantor; (ii) such Guarantor will pay all our expenses, including our attorneys' fees at trial or on appeal, that we incur in enforcing all obligations under this Agreement including this guaranty; and (iii) such Guarantor hereby grants us a security interest, in all deposit accounts that such Guarantor may maintain with us or any of our affiliates (excluding IRA, Keogh, SEP and certain trust accounts).

This is a guaranty of payment and performance and not of collection. To the extent permitted by law, each Guarantor waives: (a) any right to require us to proceed against any other person associated with the Account; (b) any right to require us to proceed against or exhaust any security held by us at any time or to pursue any other remedy before proceeding against such Guarantor; (c) all notices of any kind or the lack of any notice, including, notice of any new or additional indebtedness, any modification of any obligation, or obligation or notice of any action or non-action on the part of you, us, any Guarantor or any other person; (d) any defense based upon an election of remedies by us; (e) any right or claim of right to cause a marshalling of your assets or any Guarantor; (f) any invalidity, irregularity or unenforceability, in whole or in part, of this Agreement; (g) any right or claim of right to agree to any modification of any obligation and any modifications of any of your obligations relating to this Account by operation of law of by action of any court, whether pursuant to the Bankruptcy Act, or any other Federal or State debtor relief law; (h) any action, occurrence, event or matter consented to by such Guarantor; and (i) the benefits of any statutory or other provision limiting the liability of a surety to the extent of any conflict between the foregoing waivers and any waivers contained in this Agreement, provided that the waiver in each instance most expansive and beneficial to us will be deemed to control.

Overdraft Protection: We may, but shall not be required to, transfer funds in such increments as we may determine from time to time to clear any overdraft on your Business Checking Account by an advance on your Visa® depending on the overdraft sequence you selected for your overdraft protection. Whether or not such a transfer occurs will be controlled by your Platinum Visa® Credit Card and Business Account Agreements and Disclosures. In any event, you hold us harmless from any and all liability which might otherwise arise if the transfer does not occur. Your Overdraft Protection automatically ceases if the Agreement is ever cancelled or terminated or your Account is in default.

MISCELLANEOUS

Delay or Waiver of Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating

your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

Notices. Except as otherwise provided in this Agreement, notices under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, when delivered in person, or when sent by registered mail, by certified mail, or by nationally recognized overnight courier. Notice to you will be sent to your last known address in our records for this Account, attention: Program Administrator. Notice to any of you will be deemed notice to all of you. Notice to us may be sent to: 815 Colorado Blvd., Los Angeles, CA, 90041. You agree to notify us immediately if you change your name, your address or other contact information or your employer, if there are any errors in your Statement, if you lose any access device or any access service or device is compromised, if any unauthorized person uses your Account or if any of you dies, is declared incompetent or is the subject of a bankruptcy or insolvency proceeding. You agree that a notice of incompetence is not effective unless issued by a court having jurisdiction and we receive notice and instruction from the court. Notwithstanding the above, we may, at our option, accept other evidence of incompetence acceptable to us, and you agree to indemnify and hold us harmless from and against any and all claims relating to acceptance or non-acceptance of proof of incompetence in any transaction. This indemnity will survive termination of your Account and this Agreement.

Lost Card Notification. If you believe your Card has been lost or stolen, or if you believe someone is using your Card without your permission, you will immediately notify the Credit Union at:

(800) 231-1626 during business hours;
(800) 754-4128 after business hours and on weekends and holidays

You agree to cooperate fully in any investigation the Credit Union may conduct in connection with the possible loss, theft, or unauthorized use of your Card.

Waiver of Notices and Other Terms. Except for any notices provided for in this Agreement, you and any person who has obligations pursuant to this Agreement (e.g., a guarantor), to the extent not prohibited by applicable law, hereby waives demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, you and any person who has obligations pursuant to this Agreement also agree: we are not required to file suit, show diligence in collection against you or any person who has obligations pursuant to this Agreement, or proceed against any collateral; we may, but will not be obligated to, substitute, exchange or release any collateral; we may release any collateral, or fail to realize upon or perfect our security interest in any collateral; we may, but will not be obligated to, sue one or more persons without joining or suing others; and we may modify, renew, or extend this Agreement (repeatedly and for any length of time) without notice to or approval by any person who has obligations pursuant to this Agreement (other than the party with whom the modification, renewal or extension is made).

Tax Consequences. You understand that neither we, nor any of our employees or representatives, make any representation of warranty whatsoever concerning the tax consequences of your establishing and using your Account, including the deductibility of interest and that neither we, nor any of our employees or representatives will be liable in the event interest on your Account is not deductible. You should consult your own tax advisor for guidance on this subject.

Transfer and Assignment. Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement to another lender, entity or person. Your rights and obligations under this Agreement belong solely to you and may not be transferred or assigned by you. Your obligations however, are nonetheless binding upon you and your heirs, legal representative, successors, and assigns.

Governing Law. This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of California.

Interpretation. The names given to paragraphs or sections in this Agreement are for convenience of reference only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of your agreement

with us. If a court responsible for interpreting the Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of the Agreement will not be valid and enforced and, to the extent permitted by law, the rest of the Agreement is therefore binding, valid and enforceable. If you or we go to court or otherwise seek to enforce the Agreement, we may, to the extent permitted by law, use a copy, filmed or electronic, of any periodic statement, the Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy of the microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a manifest billing error, our most current Statement, if any, is the best evidence of your obligation to pay.

Future Service. The Application for this Account also serves as a request by you to receive offers of any related new services (such as access devices) which may be available from us at some future time and for which we consider you to be eligible in our sole discretion, reasonably exercised. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Change In Terms. Account and Agreement 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 any of its terms and conditions, including financial terms such as the method of application and the amount of any FINANCE CHARGE, ANNUAL PERCENTAGE RATE, monthly periodic rate and/or fee in accordance with applicable laws, by mailing or delivering a notice of the change to you at your last known address, attention: Program Administrator. Subject to applicable law, and provided that we do not notify you otherwise, any changes will apply to the outstanding principal balances of your Account as well as to future advances.

Monitoring, Recording and Electronic Communications. In order to ensure a high quality of service for our cardholders, we may monitor and/or record telephone calls between you and our employees. You acknowledge that we may do so and agree in advance to any such monitoring or recording of telephone calls. You also agree that we may communicate with you electronically by e-mail.

NOTICE: THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES.

Acknowledgment. You acknowledge having read and understood all the provisions of this Agreement. You agree to the terms of this Agreement, unless we are notified otherwise in writing prior to the first advance that includes your signature or the signature of an Authorized User or any use of your Card (by you or an Authorized User), whichever occurs first. You agree to sign and, if appropriate have Authorized Users sign, in the space provided for authorized signatures on your Card, prior to any use of your Card.

Signatures. Your signature (including any electronic or digital signature) on any Application, or any other document required by us in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made a part of this Agreement.

Membership Requirement. You understand and agree that the business owner must be and remain a member in good standing with us to be eligible for continuing Account and/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 the business owner does not maintain membership with us.

Firefighters First Credit Union

P.O. Box 60890 • Los Angeles, CA 90060

(800) 231-1626 • www.firefightersfirstcu.org



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PLATINUM VISA®
CREDIT CARD
AGREEMENT &
TRUTH-IN-
LENDING
DISCLOSURE
STATEMENT**

