



312 W. 7<sup>th</sup> Street  
 Hanford, CA 93230  
 (559) 584-0922

**Simplified Loan Agreement**



Member/Borrower(s) Name and Address	Member/Account No.	Effective Date
	Approved Credit Limit (s)	

In this Simplified Loan Agreement ("Agreement"), "you" and "your" mean each person who authenticates this Agreement as Borrower and Co-borrower, whether by affixing their actual signature, or through use of an electronic signature or facsimile signature. "Credit Union" means the credit union named above, and includes anyone to whom the Credit Union transfers its rights under this Agreement. By authenticating (signing) this Agreement you acknowledge you have applied for credit with the Credit Union, and you understand and agree to the terms and conditions of this Agreement. This Agreement will not be in effect unless and until the Credit Union notifies you it has approved your application for credit. This Agreement is the entire agreement between you and the Credit Union, and there are no verbal understandings or agreements between you and the Credit Union not contained in this Agreement or in other written agreements furnished to you now or in the future by the Credit Union in connection with this Agreement, as explained below.

Under the terms of this Agreement the Credit Union will establish a multi-featured plan for you ("Account") including both open-end credit (self-replenishing) and closed-end credit (non-replenishing) sub-accounts ("Loan Types"). Open-end Credit Loan Types, such as personal lines of credit and overdraft protection, allow you to take advances from time to time, subject to a credit limit, and are self-replenishing as you repay outstanding balances. Closed-end Credit Loan Types, such as vehicle loans, are single-advance loans, and require you to repay the amount advanced according to a predetermined payment schedule. Each Loan Type sub-account the Credit Union establishes for you under your Account is separate from the other Loan Type sub-accounts for purposes of determining interest charges, late charges, and minimum payments. This Agreement and any Single Advance Loan Type Disclosure and Security Agreement ("Non-Replenishing Single Advance Disclosure") furnished to you now or in the future under the terms of this Agreement are the binding agreements governing the terms of all of the credit extended to you under your Account.

**Open-End Credit Truth In Lending Disclosures**

The table below contains necessary Federal Truth In Lending Disclosures for your Open-end Credit Loan Type(s). Other required Truth In Lending Disclosures for open-end credit are contained in the body of this Agreement.

**Interest Rates and Interest Charges**

<b>ANNUAL PERCENTAGE RATE (APR)</b> for Cash Advances	<input type="checkbox"/> <b>Overdraft Line of Credit</b> - _____ % <input type="checkbox"/> <b>Share Secured Line of Credit</b> - _____ % This APR will vary with the market based on the dividend rate being paid on regular shares. <input type="checkbox"/> <b>Certificate Secured Line of Credit</b> - _____ %
<b>Minimum Interest Charge</b>	None
<b>Paying Interest</b>	You will be charged interest from the transaction date.
<b>Fees</b>	
<b>Penalty Fees</b> Late Payment  Returned Payment Fee	If your payment is <b>10</b> or more days late, you will be charged <b>5.00%</b> of the payment due or <b>\$25.00</b> , whichever is greater.  <b>\$25.00</b>

**How We Will Calculate Your Balance:** We will use a balance computation method called average daily balance. See your account Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.

**Open-end Credit Loan Type(s) Information**

**Periodic Rates and Margins**

**Overdraft Line of Credit:** Daily Periodic Rate of \_\_\_\_\_ %  
**Share Secured Line of Credit:** Margin \_\_\_\_\_ % Daily Periodic Rate of \_\_\_\_\_ %  
**Certificate Secured Line of Credit:** Daily Periodic Rate of \_\_\_\_\_ %

**Minimum Monthly Payment:** Line of Credit minimum monthly payments will be established and fixed at the time of each advance based on your highest outstanding account balance and does not decrease as the balance is reduced. Minimum monthly payments will be subject to a minimum of \$18.00 (or your account balance.) Your minimum monthly payment will be disclosed to you on the Line of Credit Advance Voucher at the time of your advance or on your periodic statement according to the following table:

<u>Outstanding Account Balance</u>	<u>Minimum Payment</u>
Up to \$500	\$18.00
\$500.01 to \$1,000.00	\$36.00
\$1,000.01 to \$1,500.00	\$54.00
\$1,500.01 to \$2,500.00	\$84.00

For your Switch Guarantee Overdraft Line of Credit, your approved credit limit is based on the equivalent to one (1) month's gross salary - paystubs must be presented at time of application. For the first 60 days, no payment is required and no finance charges will be assessed to your Line of Credit. After the initial 60 days, your Switch Guarantee Overdraft Line of Credit will convert to an Overdraft Line of Credit at the current rate as shown above.

**Share Secured Line of Credit (minimum advance \$500):** The Annual Percentage Rate (APR) for share secured advances will be the dividend rate being paid on regular shares (index) on the date of the advance plus our Margin shown above, rounded to the nearest .25%. If there is an existing balance on the date of the new advance, the existing balance will be added to the new balance and the entire balance will be at the new Annual Percentage rate (APR). The rate is subject to change quarterly on the first day of the quarter. Any increase in the Annual Percentage Rate (APR) will take the form of more payments of the same amount until what you owe has been repaid or the credit union will increase your payment.

**Closed-End Credit Truth In Lending Disclosures**

Necessary Federal Truth In Lending Disclosures for any closed-end credit single-advance Loan Type(s) will be provided to you separately at or before the time of each such transaction.

## Simplified Loan Agreement

**Open-end Credit Loan Types:** This Agreement governs the terms and conditions of all Open-end Credit Loan Types established under your Account. The Credit Union expects you will make repeated transactions under your Open-end Credit Loan Type(s) and, unless you are in default, you may continue to receive open-end credit advances under the terms of this Agreement up to the approved line of credit limit(s). You understand and agree the Credit Union may occasionally or routinely verify your credit information, such as your continued income and employment status or other information for security purposes, to determine your continued eligibility to receive credit advances under your Open-end Credit Loan Type sub-accounts.

**Closed-end Credit Loan Types:** This Agreement and the Non-Replenishing Single Advance Disclosure is furnished to you in connection with any closed-end Loan Type(s) established for you governs the terms and conditions of each such closed-end Loan Type. You understand and agree the Credit Union may verify your credit information, such as your continued income and employment status or other information for security purposes, in connection with any closed-end credit advance request. Depending on the information the Credit Union receives and the underwriting policies in effect at that time, if you do not meet the Credit Union's requirements for such an advance, the Credit Union may take "adverse action" in connection with your advance request, such as denying your request or making you a counter-offer of credit under different terms. You will receive necessary disclosures informing you about the Credit Union's decision in the event any request you make for a closed-end credit advance is subject to any adverse action.

**Promise to Pay:** You promise to pay all open-end credit advances and all closed-end credit advances made to you or charged to your Account under the terms of this Agreement and the terms of any Non-Replenishing Single Advance Disclosure furnished in connection with this Agreement, plus all other applicable charges, to the order of the Credit Union in lawful money of the United States.

**Advances:** You may request loan advances in person, by mail, by telephone, by convenience check, or by other paper or electronic means made available by the Credit Union from time to time. When you request an advance the Credit Union may require you to prove your identity. By signing any loan advance proceeds check, or by accepting and/or using any loan proceeds deposited by the Credit Union into your share or share draft account(s), you acknowledge and agree such funds constitute advances under the terms of this Agreement (and the terms of any Non-Replenishing Single Advance Disclosure furnished in connection with a closed-end credit transaction), and are made pursuant to your request. You acknowledge and agree the Credit Union may rely on any telephonic or other communication directing the transfer of funds advanced under this Agreement that is received by the Credit Union in good faith from anyone reasonably believed by the Credit Union to be you. Unless you establish a billing error under the federal Fair Credit Billing Act, or otherwise establish that an error has occurred under applicable law, when an advance appears on a subsequent statement sent to you by the Credit Union, it will be conclusive proof of your advance request.

You understand and agree that any means provided by the Credit Union to you to obtain advances on your Account, such as personal identification numbers (PINs), access codes, convenience checks, or similar means, will only be sent to the primary Borrower at the primary Borrower's address of record. The Credit Union may refuse any request to the contrary. If the Credit Union furnishes you with any convenience checks, you understand and agree the Credit Union is not obligated to honor any such check(s) you have written if doing so would cause you to exceed the applicable credit limit, or if your Account is in default or has been terminated for any reason, or if you have told us that the convenience checks have been lost or stolen.

**Interest Charges:** You will be charged interest on the unpaid balance of all loan advances under this Agreement. Interest begins to accrue on the date of each advance, and there is no grace period. Interest is computed separately for each Loan Type under your Account.

For Open-end Credit Loan Type(s), interest is calculated using the Daily Balance Method, which applies the applicable daily periodic rate to the "daily balance" of each of your accounts for each day in the billing cycle. To get the "daily balance" we take the beginning balance of each account, add any new advances and other charges

incurred that day, and subtract any unpaid finance charges and any payments or other credits received that day. This gives us the daily balance. The total finance charge for each Loan Type is the sum of all the daily finance charges for each day of the billing cycle. The total finance charge for your Account each billing cycle is the sum of all the finance charges for each Loan Type on your Account.

For Open-end Credit Loan Type(s), refer to the section "Open-end Credit Loan Type Information" above for the applicable Daily Periodic Rate(s) and corresponding Annual Percentage Rate(s), and information about any variable rate feature.

**For any closed-end credit Loan Type(s), refer to the Non-Replenishing Single Advance Disclosure provided to you at the time of such advance for information about the simple interest rate, Annual Percentage Rate, Finance Charge, Amount Financed and Total of Payments for that advance.**

**Variable Rates:** If any Open-end Credit Loan Type is subject to a variable interest rate, you understand that the initial interest rate applicable to the outstanding balance of that Loan Type may change. If applicable, the terms related to any variable interest rate for Open-end Credit Loan Type(s) are described in the section "Open-end Credit Loan Type Information" above.

If any closed-end Loan Type is subject to a variable interest rate, you understand the initial interest rate applicable to the outstanding balance of that Loan Type may change. The terms related to any variable interest rate for a closed-end Loan Type are disclosed in the Non-Replenishing Single Advance Disclosure provided at the time of such advance.

**Credit Limit(s):** The Credit Union will tell you the maximum credit limit that is established for any Open-end Credit Loan Type(s). You agree not to exceed the maximum credit limit applicable to each such Loan Type. If you do, you will be in default under the terms of this Agreement, and you agree to repay the excess amount immediately upon the request of the Credit Union. If you are in default under any other terms of this Agreement, even if the balance under any Open-end Loan Type(s) is less than the applicable Credit Limit, you will be unable to obtain credit advances. If any Open-end Credit Loan Type is secured by collateral, amounts outstanding in excess of your credit limit for such a Loan Type are not secured by the collateral.

**Joint Accounts:** If more than one person authenticates this Agreement, the obligations and liabilities of each shall be joint and several. This means the Credit Union can enforce its rights under this Agreement against any one of you or against all of you together. Unless Credit Union policy requires that all of you must sign for an advance, then each of you authorizes the other(s) to obtain advances individually. This means that an advance may be made upon the request of only one of you, and the proceeds of an advance may be received by only one of you. If the Credit Union receives inconsistent instructions regarding an advance, the Credit Union may refuse to follow such instructions.

**Fees and Charges:** For Open-end Credit Loan Type(s) the fees and charges applicable to those Loan Type(s) are disclosed in the section Open-end Credit Loan Type Information on page 1. For any closed-end credit Loan Type(s) the fees and charges applicable to such Loan Type are disclosed on the Non-Replenishing Single Advance Disclosure furnished in connection with that Loan Type(s).

**Other Charges:** If you grant the Credit Union a security interest in collateral in connection with a secured Loan Type, you may be charged a fee for determining if there is an existing security interest in that collateral, and you may also be charged a fee for perfecting the Credit Union's security interest in that collateral. The actual charges for such fees will be disclosed to you on the Non-Replenishing Single Advance Disclosure furnished to you in connection with such a secured Loan Type.

**Payments:** You must make your minimum monthly payments by the due date disclosed to you on your periodic statement for Open-end Credit Loan Types, and by the due date disclosed to you on any Non-Replenishing Single Advance Disclosure for closed-end credit Loan Types.

The minimum monthly payment for each Open-end Credit Loan Type is described on page 1 in the section "Open-end Credit Loan Type(s) Information." The minimum monthly payment required for any Closed-end Credit Loan Type(s) will be disclosed to you on the

Non-Replenishing Single Advance Disclosure for such Loan Type(s) at the time of such advance.

In addition to the minimum periodic payment calculated according to the terms of this Agreement or disclosed to you in any Non-Replenishing Single Advance Disclosure, your required minimum monthly payment may also include applicable late charges, any optional credit insurance premiums, any past due amounts from previous statements, and any amounts advanced to you that exceed your credit limit. You may also be required to repay the Credit Union for any amounts advanced by the Credit Union for expenses incurred to protect the Credit Union's rights in or to the collateral, if any, or the Credit Union may add such amounts to the appropriate Loan Type sub-account balance.

Payments must be received at an office of the Credit Union by close of business on a business day in order to be considered received on that business day. Payments will be applied by the Credit Union at its sole discretion, unless a particular order is required by applicable law. If any payment received by the Credit Union is less than the total minimum required for such payment, the Credit Union may allocate such payment at its sole discretion.

**Prepayment:** You may prepay all or part of any Loan Type balance at any time without penalty. Any partial prepayment will not change how your minimum periodic payment is determined, and may not result in a reduction of your required minimum monthly payment. If any balance remains outstanding after your prepayment, you will still be required to make your regular periodic payments. If your remaining balance is less than the minimum payment amount calculated according to this Agreement, your required minimum periodic payment will be that balance.

**Skip Payments:** At the Credit Union's sole and exclusive option, and on terms disclosed to you by the Credit Union from time to time, the Credit Union may allow you to "skip" payments, which means you may be given permission to not make one or more periodic or scheduled payments without incurring any late charges for such payment(s). You understand if you accept any such skip payment offer, interest charges will continue to accrue on the outstanding balance(s) in your Account during the period covered by the "skipped" payment. You further understand and agree accepting a skip payment offer will not extend the term of any credit insurance you may have obtained in connection with your Account.

**Statements:** The Credit Union will send you a periodic statement for each billing cycle at the end of which your Account has a debit or credit balance or on which a finance charge has been imposed. The statement cycle is monthly, but in any event, you will be sent a statement at least quarterly. We are not obligated to send you a statement if we believe your Account is uncollectible, or if we have started collection proceedings against you because you are in default. A statement sent to any one of you will be considered notice to all of you. Your statement will be considered a correct statement of your Account unless you notify us within sixty (60) days of the statement date that you dispute the statement and you establish a billing error pursuant to the federal Fair Credit Billing Act.

**Unlawful Transactions:** You agree that you will not use the Loan Type(s) under this Agreement to make or facilitate any illegal transactions(s). Such use will be an event of default. The Credit Union shall not be liable for any such use by you or any authorized user(s). You agree to indemnify and hold harmless the Credit Union and its successors from any suits, liability, damages or other adverse actions or consequences of any kind arising directly or indirectly from the illegal use of the Loan Type(s) under this Agreement.

**Late Charges:** If any payment under this Agreement is made late, you may be charged a Late Charge, as applicable. The Late Charge for each Open-end Credit Loan Type is described on page 1 in the section "Open-end Credit Loan Type(s) Information." The Late Charge for any Closed-end Credit Loan Type(s) will be disclosed to you on the Non-Replenishing Single Advance Disclosure for such Loan Type(s) at the time of such advance.

**Credit insurance:** If offered by the Credit Union, credit insurance is not required to obtain credit under this Agreement or any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement. If you elected to obtain and qualify for optional credit insurance in connection with any Loan Type(s) under this Agreement, you understand the premiums and other charges for coverage will be added to your Account each month, and collected as part of your periodic payment. You understand premium rates are not guaranteed, but that you will be notified in advance of any change in premium rates.

**Notices:** You promise your name(s) and address(es) shown in this Agreement are your correct legal name(s) and current address, and such address(es) may be used for all notices to you that may be required for purposes of this Agreement and any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement. You agree that in the event you change your name or change your address you will promptly inform the Credit Union in writing of such change, and that the change will not be effective until notice is received by the Credit Union. You understand and agree the Credit Union may require you to provide an original signature in connection with any such change, and you agree to do so upon request.

**Security:** As security for any loan advances made to you under any Loan Type(s), you give the Credit Union a security interest in all individual and joint deposit accounts you have in the Credit Union, now or in the future, except for those accounts, such as an IRA, Keogh Account, or similar government-authorized tax deferral account which would lose special tax treatment if pledged as security for a loan advance (collectively, the "Pledged Deposits"). The Credit Union may, but is not required to, allow you to withdraw a portion of such Pledged Deposits without affecting its security interest. You understand and agree in the event of default, the Credit Union may take the Pledged Deposits and apply them to your Account, not to exceed the unpaid balance of your Loan Type(s), plus applicable fees and charges. You also give the Credit Union a security interest in the property described in the "Security Description" section of the Non-Replenishing Single Advance Disclosure executed in connection with any closed-end Loan Type(s) (the "Pledged Property"). The security interest you give in the Pledged Property also covers all proceeds of, substitutions or replacements for, and all accessions and improvements to the Pledged Property, as well as all proceeds from insurance and all refunds of unearned premiums related to the Pledged Property. The security interest also includes any replacements of the Pledged Property you buy within ten (10) days of the advance as well as any money you receive for selling the Pledged Property. All of the Pledged Deposits and any Pledged Property given to secure this Account shall be referred to as "Collateral" under this Agreement.

If the Collateral is household goods as defined by the Federal Trade Commission Fair Credit Practices Rule, it secures only funds advanced for the purchase of that Collateral or a refinancing or consolidation of such obligation. If the Collateral is stocks or bonds, you agree that: (1) those securities must be held in trust for or controlled by the Credit Union; (2) if the value of the Collateral diminishes to the extent that the Credit Union is no longer secured as required by this Agreement, you will provide additional collateral immediately upon the Credit Union's request; and (3) if there is an increase in the Collateral, such as a stock split, that such increase will be deemed an increment to the Collateral and will also secure this Agreement.

You promise that you own the Pledged Deposits and any Pledged Property given as Collateral, and/or that you will use the proceeds of any advance from a closed-end Loan Type to purchase the Pledged Property, and that no one else has or will have an interest in or claim against the Collateral, except as now or previously disclosed to the Credit Union.

**Cross-Collateralization for All Loan Types:** Property (other than household goods or any dwelling) you pledge to secure other loans with the Credit Union will also secure all Loan Type advances under this Agreement or any other agreement you may have with the Credit Union, now or in the future.

**Lien Impressionment and Right of Setoff for All Loan Types:** To the extent permitted by applicable law, you understand and agree that the Credit Union has the right to impress and enforce a statutory lien against all shares or other funds you may have on deposit with the Credit Union as security for all advances made to you under any Open-end Credit or Closed-end Credit Loan Types. If you are in default, the Credit Union may, at any time and without demand or notice of any kind, appropriate and apply any shares or deposits you have in the Credit Union, and any accrued but unpaid dividends or interest on such deposits you may be entitled to receive, to the unpaid balance(s) due under any or all Loan Type(s) under this Account. This right to impress a lien and the right of setoff does not apply to any account, such as an IRA, Keogh Account, or similar government-authorized tax deferral account, which would lose special tax treatment if pledged as security for a loan advance.

**Protection of the Collateral:** You agree to: (1) maintain, protect and preserve the Collateral; (2) not use or permit anyone else to use the Collateral in violation of this Agreement, or in violation of

any statute, regulation, ordinance, or policy of insurance covering the Collateral; (3) promptly pay when due all taxes, charges, encumbrances or liens now or later imposed upon or affecting the Collateral; (4) promptly notify the Credit Union of any change in your name or change in your address that we have on file for you; (5) help the Credit Union do all that is necessary to protect the Credit Union's security interest in the Collateral, including giving the Credit Union all endorsements, assignments, financing statements, or other writings necessary to protect the Credit Union's security interest and its lien priority; (6) promptly deliver to the Credit Union, in the form received, all proceeds of the Collateral that you receive; (7) not to sell, lease, encumber, rent, or otherwise dispose of or give the Collateral to anyone other than the Credit Union; and (8) upon the Credit Union's reasonable request and subject to applicable law, allow the Credit Union to inspect the Collateral. For any item of Collateral that is subject to titling requirements under applicable law, you promise that title to the Collateral shall only be held in the name(s) of the Borrower(s) named in this Agreement, and that the Credit Union's security interest in the Collateral shall be identified on the Certificate of Title. You authorize the Credit Union to file a financing statement on any item of Collateral to protect the Credit Union's interests.

**Property Insurance and Taxes:** You are required to insure any Pledged Property against loss by theft, fire, and damage due to collision or similar perils encompassed by the term "comprehensive," with the Credit Union named as loss payee, in an amount not less than the outstanding balance of the Loan Type secured by that Pledged Property. You may obtain the insurance through an insurance company of your choice unless the Credit Union, for good cause, refuses to accept the insurance. If requested, you must furnish the Credit Union with proof of coverage or deliver the policy to the Credit Union. If the Pledged Property is lost or damaged, the Credit Union may use the insurance proceeds to replace or repair it, or the Credit Union may apply the proceeds to the outstanding balance of any Loan Type(s) of your Account. You authorize the Credit Union to endorse any check or draft payable to you so that it may collect benefits or amounts due under the insurance policy. If you fail to obtain or maintain the insurance, the Credit Union may, but is not required to, purchase any type of insurance it feels is necessary to protect its interest in the Pledged Property. **THE INSURANCE MAY NOT BE LIABILITY INSURANCE AND MAY NOT PROTECT YOU AGAINST ANY CLAIMS MADE AGAINST YOU.** This means any insurance purchased by the Credit Union could provide less protection for you, and could cost significantly more than insurance you could buy. You agree that the Credit Union may, to the extent allowed by applicable law, add the cost for this insurance to the Loan Type balance of your Account and charge you interest on that amount at the applicable rate. You understand that if the Credit Union uses an insurance company to monitor its loan accounts to verify that borrowers have complied with the requirement to obtain and maintain insurance, then the Credit Union may receive payment from that insurance company in connection with any resulting insurance policy purchased, and the charges added to your Loan Type(s) may include the payments to the Credit Union and the costs of verifying compliance with these insurance requirements. You are required to pay all taxes due on any Collateral pledged to secure any Loan Type(s) under this Account. If you do not pay them, the Credit Union may, but is not required to, pay them and add the amount to the applicable Loan Type(s) of your Account and charge you interest on that amount at the applicable rate. If amounts for taxes, insurance, or other fees are added to your Account, you agree that your periodic payment may, at the Credit Union's option, be increased by an amount sufficient to repay the amounts added within the term of the insurance policy or the remaining term of the applicable Loan Type(s), or you may be required to pay the amount in a single payment.

**Attorney-in-Fact:** You hereby appoint the Credit Union as your lawful Attorney-in-Fact to perform any act(s) which it feels are necessary to protect its security interest in the Collateral.

**Default:** You will be in default if any of the following occur: (1) you fail to make any payment as required by this Agreement or any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement, (2) you break any promise that you have made under this Agreement or any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement; (3) you are in default under any other agreement that you have with the Credit Union; (4) you die or become involved in any custodial proceedings brought against you; (5) you become involved in any bankruptcy or insolvency proceedings brought by or against you; (6) you are the subject of any legal process which

seeks to attach your Credit Union account; (7) you have given the Credit Union any false or misleading information in your credit application, or when you request a credit advance, or while you are obligated under this Agreement; (8) you act or fail to act in a way that endangers the Collateral or the Credit Union's security interest in or rights to the Collateral; (9) the Credit Union, in good faith, believes that your ability to make payments as required by this Agreement or any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement is or will be impaired, time being of the very essence.

**Remedies:** If you are in default, the Credit Union may, after expiration of any right you may have under state law to cure your default, cancel your rights under this Agreement and declare any amounts you owe in connection with this Agreement or any Non-Replenishing Single Advance Disclosure immediately due and payable, without further notice or demand. To the extent permitted by law, you waive any right to notice of demand, notice of dishonor, notice of intent to accelerate, and notice of acceleration. You understand that if you are in default the Credit Union may exercise any or all of its rights under this Agreement or applicable law, and that you will continue to be charged interest on the unpaid balances of your Account at the applicable interest rate(s) specified in this Agreement or in any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement.

If you have pledged Collateral in connection with any closed-end credit Loan Type, and if payment in full is not immediately made upon default, you understand that the Credit Union may exercise its rights with respect to the Collateral as set forth in the Non-Replenishing Single Advance Disclosure executed in connection with such Loan Type(s) and as permitted by applicable law, which may include the Credit Union taking possession of the Collateral and disposing of it in any manner permitted by applicable law.

**Collection Costs:** If collection efforts are required by the Credit Union, you agree, to the extent permitted by applicable law, to pay all costs and expenses incurred by the Credit Union in collecting any amounts due or in recovering any collateral, including reasonable attorneys' fees.

**Forbearance Not a Waiver:** The Credit Union may delay taking any action to protect its rights under this Agreement, any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement, or any related agreement, as many times as it wants and for as long as it wants without losing any of those rights. The Credit Union's acceptance of any partial or late payments, or payments with restrictive endorsements such as "paid in full," does not waive the Credit Union's rights under this Agreement.

**Updated Information:** You will provide the Credit Union with updated financial information about you upon its request. You will promptly notify the Credit Union in writing if you change your name, change your address, or change your place of employment.

**Changes to this Agreement:** The Credit Union may change the terms of this Agreement at any time upon proper notice to you, in accordance with applicable law. Changes may include, but are not limited to, an increase in the Interest Rate for any Loan Type under your Account. Any increases in the interest rate for a Loan Type will apply to future advances under that Loan Type and may, subject to applicable law, apply to existing unpaid balances. You understand that an increase in the Interest Rate for a Loan Type with a variable rate feature that results from a change in the variable rate index is not considered a change in terms.

**Termination:** You or the Credit Union may cancel this Agreement at any time. Termination by you or the Credit Union will not change any of your obligations to repay any outstanding Loan Type balance(s) on your Account under the terms of this Agreement.

**Severability:** If any law or decision by a court of competent jurisdiction makes any part of this Agreement, or any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement, invalid or unenforceable, the other terms will remain in effect.

**Successors Bound:** Anyone who takes your place, such as heirs, legal representatives or successors, has the same obligations as you have under this Agreement.

**Other Terms:** You authorize the Credit Union to accept your electronic or facsimile signature for all purposes of authenticating any application, this Agreement and any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement. You understand and agree that those signatures will have the same legal force and effect as your original signatures for all applications, transactions and Agreements you have with the

Credit Union. You further agree that you assume all risks associated with authorizing us to accept such electronic or facsimile signatures.

**Disclosure of Financial Information:** The Credit Union may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You understand that the Credit Union may, to the extent permitted by applicable law, also furnish information about your Account to others, such as a prospective employer or insurer, or a state or federal agency having any apparent legitimate business need for such information.

**Governing Law:** Except to the extent that federal law controls, this Agreement and any Non-Replenishing Single Advance Disclosure executed in connection with this Agreement shall be governed by the laws of the state in which it is written.

**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:

FAST Federal Credit Union  
312 W. 7<sup>th</sup> Street  
Hanford, CA 93230  
(559) 584-0922

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 3 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 why we believe the bill was 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.

<b>Signatures</b>			
By signing below, you acknowledge you have read, understand and agree to the terms contained in this Agreement, and that you have received a completely filled-in copy of this Agreement. <b>You further acknowledge and agree that you grant the Credit Union a security interest in your shares and deposits with the Credit Union, now or in the future (except for those accounts, such as an IRA, Keogh Account, or similar government-authorized tax deferral account which would lose special tax treatment if pledged as security for a loan advance), to secure any closed-end credit advance made to you under the terms of this Agreement and any Non-Replenishing Single Advance Disclosure executed in connection with such an advance.</b>			
<b>Important Information About Procedures For Opening A New Account:</b> To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.			
<b>Negative Information Notice:</b> We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may reflect in your credit report.			
<b>Caution: It Is Important That You Thoroughly Read This Contract Before You Sign It.</b>			
<b>X</b>	<b>X</b>		
Borrower Signature	Date	Co- Borrower Signature	Date