



## CLASSIC • GOLD

### *Secured VISA Agreement*

**GENERALLY:** When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this plan, plus unpaid finance charges which have accrued, plus credit insurance premiums which are due. The term "transaction account" means the account you have with us, the account number of which is listed at the top of the form on the area labeled "Trans. Acct. #." The term "Line of Credit" means the maximum amount we will ordinarily allow the unpaid principal balance of your loan account to be at any one time. You don't have to sign the Agreement but you must sign the card in order to use it. The Agreement will be in force unless you decide not use your card and cancel your account within 30 days after you receive your card. The cards are our property and must be returned or surrendered to us or our agent upon request. If any term in this agreement violates any law or for some other reason is not enforceable, that term will not be a part of this agreement. The other terms in this agreement will remain effective, however, this agreement is subject to the laws of the state where we are located.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:  
use the credit card we supply you to make purchases or receive cash loan advances up to 70% of your Line of Credit.

**HOW THE LOAN IS ADVANCED:** When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account. If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request. However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**FINANCE CHARGE CALCULATION METHODS:** (The Finance Charge Calculation Method on Cash Advances and Credit Purchases applicable to your account is set forth in the paragraph labeled "HOW FINANCE CHARGES ARE COMPUTED".)

**HOW FINANCE CHARGES ARE COMPUTED:** The finance charge on cash advances is calculated according to Method F, shown below. The finance charge on credit purchases is calculated according to Method G, shown below. The periodic rate used to compute the **FINANCE CHARGE** is 1.23% per month, which is equal to an **ANNUAL PERCENTAGE RATE** of 14.76%.

**Method F – Average Daily Balance** (including new cash advances): To avoid incurring an additional Finance Charge on the balance of Cash Advances, you must pay the New Balance shown on the account statement on or before the Payment Due Date. The Finance Charges for the billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances, any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. Subject to the above, no grace period is provided on new Credit Purchases.

**Method G – Average Daily Balance** (including new purchases): To avoid incurring an additional Finance Charge on the balance of Credit Purchases reflected on your account statement and on any new Credit Purchases appearing on your next statement, you must pay the new Balance shown on the account statement on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases, any new Credit Purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. Subject to the above, the grace period for the New Balance of Credit Purchases extends to the Payment Due Date.

**HOW YOU REPAY YOUR LOANS:** On or before each payment date, you must make a minimum payment to reduce your debt. The minimum payment equals the total New Balance as shown on your monthly billing statement if the amount is less than or



equal to \$10.00. If the New Balance exceeds \$10.00, the minimum payment is 5% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$10.00, whichever is greater.

**SECURITY:** You have granted us a security interest in your personal property which is further described in a Security Agreement you have given us in conjunction with this agreement. If the undersigned is in default, or if Center Bank (CB) reasonably deems itself insecure, CB may use the Account to satisfy all or parts of the amounts due CB by the undersigned. If the account is issued by CB, this means that CB may take directly the funds in the Account and apply them (including both principal and accrued earnings on the Account) to the indebtedness owed by the undersigned to CB. This includes indebtedness owed by the undersigned to CB for principal, interest, attorney's fees, court costs, collection costs, or any other amount of any nature. If the Account is issued by an institution other than CB, CB may obtain the funds in the Account (including both principal and accrued earnings) from that institution, and apply the amounts received in the same manner as when the Account is issued by CB. If the Account is subject to an early withdrawal penalty, that penalty may be deducted from the Account prior to its application to amounts due CB, whether the Account is at CB or elsewhere. CB shall also have all of the rights of the secured party under the California Uniform Commercial Code. This assignment shall be governed by and construed in accordance with the laws of the State of California.

**HOLD ON DEPOSIT ACCOUNTS:** In the event CB or you cancel the Account, you will not be able to withdraw the pledged amount until we release our security interest. Release of our security interest will be either at the end of 45 days after cancellation or when full payment and performance of your indebtedness and obligations with respect to the account are fulfilled, whichever occurs later.

**COLLATERAL RELEASE:** In the event that you request a collateral release, you are required to wait 1½ year term to officially apply. After reviewing your written request and credit history, we will notify your approval or denial status by letter.

**CHANGING THE TERMS OF THIS AGREEMENT:** We reserve the right to change any term in this agreement. But, we will send you a written notice of the change at least 15 days before the change will take effect. We will send this notice to the most recent address given to us by you. Therefore, it is important that you tell us of any change in this address. Either of us can terminate this agreement at any time, upon giving written notice. Termination of this agreement does not terminate your obligation to repay all sums due under this credit plan.

**RETURN PAYMENT FEE:** If your bank does not honor the check or direct debit you remitted to us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return payment fee in the amount of \$30.00.

**RETURN CONVENIENCE CHECK FEE:** If we : (a) process a stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount of \$30.00.

**ADDITIONAL CHARGES:** You agree to pay the following charges:

- A non-refundable annual membership fee of \$20.00 for Classic card or \$50.00 for Gold card. You agree that we may add this amount to your loan account balance.
- A late fee of \$10.00 if the minimum payment due is not paid by 10 days after the payment due date.
- A cash advance fee per transaction of \$5.00 or 3% of the amount, whichever is greater
- A special 3 days express card delivery fee of \$20.00, if requested.

**COST OF DEBT COLLECTION:** You agree to pay all costs we incur (including reasonable attorney's fees and court costs) to collect this debt if you default on this obligation or become involved in any bankruptcy proceedings (to the extent permitted by law).

**NOTICE OF JOINT APPLICANTS:** Each applicant has the right to use this open-end credit plan to the extent of any limit contained herein, and may be liable for all amounts extended under this plan to any joint applicant.

**DEFAULT:** You will be in default on this agreement if any of the following occurs:

- (a) you fail to make a payment when due;
- (b) you don't comply with any duty you have under this agreement or any agreement securing this agreement;
- (c) you die;
- (d) we reasonably feel we will have difficulty collecting what you owe under this agreement or any other agreement you have with us.



**REMEDIES:** We may do any or all of the following if you are in default:

- (a) we may require you to immediately pay all amounts you owe us under this agreement;
- (b) we may deny any request for credit which you have made but which we have not yet granted;
- (c) we may use our right of set-off unless prohibited;
- (d) we may use any remedy provided by state or federal law; and
- (e) we may use any remedy provided in any agreement which secures loans under this agreement

Even if we choose not to use one of our remedies when you default, we can still use that remedy if you default again. If we do not use a remedy when you default, we can still consider your action as a default in the future.

**CHANGE OF NAME, ADDRESS OR EMPLOYMENT:** If you change your name, or address, or employment, you agree to notify us promptly of any of these changes. You will write this information on the payment stub of your periodic statement and return it with your monthly payment so we can change our records.

**FOREIGN CURRENCY AND OUT OF COUNTRY TRANSACTIONS:** Outside the 50 states of the United States, you may use a Card for Purchases from merchants or to receive a Cash Advance (other than a check) in either foreign currency or U.S. dollars. Visa International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion will be pursuant to applicable Visa regulations in effect from time to time. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. In addition to the exchange rate, Visa International will charge a processing fee of 1%.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue with this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information. You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies, to whom we make these inquiries, to supply us with the information we request.

## **YOUR BILLING RIGHTS**

(KEEP THIS NOTICE FOR FUTURE USE)

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

### ***Notify us in case of Errors or Questions About Your Bill***

If you think your bill is wrong, or if you need information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- A) Your name, account number, and signature.
- B) The dollar amount (and date if applicable) of the suspected error.
- C) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item that you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other accounts with us, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

### ***YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE***

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do



not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill. And, we must tell you the name of anyone we report to. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

### ***SPECIAL RULES FOR CREDIT CARD PURCHASES***

If you have a problem with the quality of product or services you purchased with a 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 product or services. There are two limitations on this right:

- (a) You must have made the purchases in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement of the product or services.

### ***LIABILITY FOR UNAUTHORIZED USE OF A CREDIT CARD***

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at the address below, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

**CENTER BANK  
253 N WESTERN AVE.  
LOS ANGELES, CALIFORNIA 90004**

