PAL Payroll Assurance Loan

Always get paid on time!

You work hard for your money and would like to receive your paycheck as early as possible, and on a regular basis. Occasionally, the US Government does not deposit your payroll on Friday and this may leave you straped for cash throughout the weekend. Cabrillo is here to help!

By signing up for the Payroll Assurance Loan:

- You will have funds available in the amount of your last paycheck (up to $2500) to transfer directly into your Cabrillo checking account on the Fridays when your payroll is not received.
- Rest assured, your rate is 0%. That's right! You get your money without paying any interest!
- So, sign up today because it takes a few days to process the request and this may not be available on the day payroll is not received.

Here's how it works:

- When we learn we won't get the payroll, the amount received at the last payroll posting to your checking account will be the new line of credit (up to $2500) on this temporary loan.
- To make an advance, in eBranch, simply click on 'Transfers' in the menu bar. From the drop down box, select the PAL. Choose the account to receive the funds, and then enter the amount (up to your credit limit). You can make these transfers from payday Friday to Monday morning (or Tuesday morning, if there's a holiday).
- On the following Monday when the payroll is posted, before any checks are cleared from your checking account, the loan is paid.
- The loan will then remain idle and unavailable for advances until notification is received that payroll will not be posted, at which point the credit limit will be updated.

Sign up today to avoid delays when your payroll is not received!

1. Print the Payroll Advance Loan Agreement/Disclosures.
2. Complete and sign the forms.
3. FAX the completed/signed forms to us at 858-547-9626.
4. Allow 2-5 days to complete the process.
5. Once the account has been set up, you'll see the PAL – Payroll Assurance Loan on your summary screen.
6. ***To opt out of receiving these notices, please send us a secure message using your eMailbox located in eBranch.***

CABRILLO CREDIT UNION

Sharp Division • Carlsbad City Division

Cabrillo Credit Union
PAYROLL ASSURANCE LOAN (PAL) APPLICATION AND OPEN END LOAN PLAN AGREEMENT AND DISCLOSURE

Print Name_____

Address_____

Address_____

Last 4 digits of SSN_____ **Email Address**_____

Cell Phone_____ **Daytime Phone**_____

Truth-In-Lending Disclosure

PLEASE KEEP FOR YOUR RECORDS
Parts in bold face meet Truth in Lending Disclosure requirements. Please read the whole agreement.

As used in this PAL Open End Loan Agreement ("Agreement"), "I", "Me", "My", "Mine", "We", "Our", "Us", or "Borrower" means each and every person, or persons, who are obligated to repay a Loan to Cabrillo Credit Union. "You", "Your", "Credit Union", "CCU" or "Lender" means Cabrillo Credit Union or its successors, "Loan" or "Open-end Loan" shall mean this master account established hereunder. I have applied for an open-end Loan with Cabrillo Credit Union. I agree that the extension or advancement of funds lent to me under this agreement will be subject to the following terms.

A. ACCOUNT AND LOAN ADVANCES

1. I have established a direct deposit into my share and/or checking account from my employer to you. From time to time, you may allow me to withdraw from my share and/or checking account my direct deposited funds prior to your receipt of them.

2. My account will be an open end Loan. This means that I can borrow the full amount of any credit limit which shall be the amount of my regular direct deposit or $2500, whichever is less, repay the principal in full or part and apply for and borrow again up to my maximum as long as I continue to be credit worthy and am a Credit Union member in good standing. To be in good standing, I must be current on all obligations to the Credit Union, including but not limited to the obligation to repay any Loans and the obligation to repay the Credit Union any overdrafts in my share or checking accounts. In addition, my Loan and account history with the Credit Union must be satisfactory to you.

3. If there is more than one borrower on this Loan Agreement, I understand that each borrower can borrow up to the full amount of the credit limit, if applicable. Each borrower will be liable for repayment of all sums advanced to any borrower, jointly and severally, even if they did not receive any of the money borrowed or obtain any benefit from the Loan advance.

B. CREDIT LIMIT

1. The Credit Union can review my credit periodically and ask me to provide current information. The Credit Union can increase or decrease my limit, if applicable, at any time. If my limit is decreased, the Credit Union will notify me.

D. REPAYMENT TERMS

1. I promise to repay all sums advanced as follows:

a. All principal, interest, costs, fees and other charges, shall be paid monthly on or before the 28th day of each month.

b. Upon receipt of the direct deposit, I hereby authorize the Credit Union to immediately withdraw sums sufficient to pay off the amount of funds I withdrew in anticipation of the receipt of my direct deposit.

2. I promise to pay to the Credit Union at its office all sums advanced to me under this Agreement as stated above, plus finance charges, collection costs and attorneys fees, if any, as determined by the Credit Union. The finance charge is the

amount of money that I pay for the money I borrow. The ANNUAL PERCENTAGE RATE shall be 18% with a corresponding daily periodic rate of .00049315%. The ANNUAL PERCENTAGE RATE shall begin to accrue the first day after the date on which my direct deposit was to be received and shall continue until the funds advanced are paid in full. For example, if I borrow $1,000 for one year at an ANNUAL PERCENTAGE RATE of 18%, and make monthly payments on the due date, my finance charge is $100.16.

3. The unpaid principal balance on any day is arrived at by adding any Loan advances and subtracting any payments attributable to the principal. The finance charge is accrued daily by applying the daily interest rate to the adjusted unpaid principal balance. It continues to be charged from the day the advanced direct deposit was to be repaid until they are repaid to you.

4. Payments by me will be first applied to the reduction of any collection fee(s) (inclusive of attorneys' fees), late charges, then the finance charge and the reminder, if any, will be applied to the reduction of the principal Loan balance.

5. The Credit Union will send me periodic statements of my Loan account that will advise me of the status of my Loan and any other information required by law.

E. FINANCE CHARGES

1. The dollar amount I pay for sums advanced is called a "finance charge" and begins on the 5th day after the date of each advance. There is a 5 day grace period. A finance charge will be computed on the loan account balance. To compute the finance charge, the unpaid balance, as calculated herein, for each day since my last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable periodic rate (as disclosed on a separate rate sheet). The sum of these amounts is the total finance charge I owe.

F. SECURITY INTERESTS

1. I grant a security interest in any of my shares, share draft and share certificate accounts held with you, including any future deposits and deposits. This grant of a security interest shall be covered by the California Commercial Code.

2. Each and every co-borrower of this Plan shall be jointly and severally liable for any and all losses and damages to the Credit Union occasioned by any signer. Further, each and every one of us pledge as collateral for any loss or damage suffered by the Credit Union all funds on deposit with the Credit Union along with an other collateral pledged either currently or in the future for any Loan any of us have or will have from the Credit Union. This pledge of collateral is meant to secure the payment of all debts and obligations each of us owes to the Credit Union either currently or in the future. However, this cross collateral provision does not apply to any loan secured by any our principal residence or any other real property that we now own or may hereafter acquire. In the event any of us does not repay his/her debt, obligation or loss, all of us authorize the Credit Union to apply, without notice, any and all such shares or deposits to the debt, obligation or loss and/or obtain possession of the collateral, sell same pursuant to applicable law and apply the proceeds to the debt, obligation or loss. By specifically signing herein we agree that the Credit Union has relied upon this cross collateral paragraph in establishing this Plan and making any advances hereunder.

Borrower signature

Borrower signature

Borrower signature

3. I confirm your right, under applicable laws to offset any Loan account payment delinquency with funds in any of my Credit Union accounts, including IRA, without advance notice.

G. CHANGES IN TERMS

1. The Credit Union has the right to change the terms of the Loan unless prohibited by law. Any change in the terms of the Loan shall take effect on proper written notice to me.

2. At the time of any change, including an increase in the Annual Percentage Rate, I have the option of not borrowing any more money and paying off the existing Loan balance under the terms in effect prior to the increase. If I borrow money after the effective date of the increase, the new terms will apply to the entire open and unpaid Loan balance.

H. HONEST DEALING

I will promptly notify the Credit Union of any information that adversely affects my creditworthiness or ability to pay off the Loan, including but not limited to a change in my name, my address or employment. I will also keep the Credit Union informed of the address at which the security is kept. I will not apply for or accept any Loan advance if I have reason to believe that I will be unable to make the scheduled payments.

I. DEFAULT - ACCOUNT LIEN - ACCELERATION

1. If I fail to make agreed payments when payment is due, I understand that you have the right under the lien laws to apply any amount in any of my share accounts held by the Credit Union, including IRA, at any time to pay off, in full or part, my Loan. My Loan shall be in default if any of the following things occur: (a) I do not make any payment or perform any obligation under this Agreement or any other agreement that I may have with the Credit Union; or (b) I have made a false or misleading statement in my credit application and/or in my representations to the Credit Union while I owe money under this Agreement; or (c) I should die, or be involved in any insolvency, receivership or custodial proceeding brought by or against me; or (d) a judgment or tax lien should be filed against me or any attachment or garnishment should be issued against any of my property or rights, specifically including anyone starting an action or proceeding to seize any of my funds on deposit with the Credit Union; and/or (e) the Credit Union should, in good faith, believe my ability to repay my indebtedness hereunder is or soon will be impaired, time being of the very essence. Any exercise of the right by the Credit Union is not an election of remedies.

2. If I am in default of my Loan payments, or in breach of this Loan Agreement, in any way, upon any occurrence of default or breach, and to the extent permitted by law, the Credit Union may declare the entire balance of my Loan immediately due and payable, without prior notice or demand. In the event collection efforts are required to obtain payment on this or any other account, the undersigned agrees to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorney fees incurred in the course of collecting any amounts owed under this Agreement. Even if the Credit Union accepts a late payment or partial payment, it is not waiving its right to accelerate the payment of the Loan and declare the entire unpaid balance due.

3. You can delay enforcing any of your rights under this Plan any number of times without losing the ability to exercise your rights later. You can enforce this Plan against my heirs, successors in interest or legal representatives. If you change the terms of this Plan, I agree that I will still be bound by the terms and conditions.

4. This Plan shall be interpreted by the laws of the State of California. Venue for any actions brought herein under shall be the County of San Diego.

J. COLLECTION COSTS

If I do not make my scheduled payments to the Credit Union within ten (10) days of the due date, a late charge of $10.00 will be assessed for each late payment. I agree to pay all reasonable costs of collection incurred by the Credit Union before suit is filed. I also agree to pay any attorney's fees and cost of litigation the Credit Union incurs to collect debts from me, whether as a result of a collection lawsuit, a proceeding to enforce your rights against me in bankruptcy court or otherwise.

K. TERMINATION

The Credit Union may terminate this Agreement as to future Loan advances at any time for cause by sending me a written notice of the termination and the reasons for so doing. Causes for termination include, but are not limited to, my failure to meet the terms of this Agreement, my filing for bankruptcy relief, a material deterioration in my creditworthiness, and my death.

L. GENERAL TERMS

The terms of this Agreement and disbursement receipts must be read together as part of the whole agreement. When the singular is used, the plural is implied, if there is more than one signer. If any part of this agreement is found to be invalid, the other parts shall remain in effect.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

STATE AND LOCAL LAW:

The following summary of your rights under federal law does not cover all rights you may have under State and local law. If, under the State or local law, you have a longer period of time in which to send an inquiry to the Credit Union concerning your statement, reliance on any such longer time period may result in your losing important rights that could be preserved by acting more promptly under federal law. State or local provisions, if any, only become operative upon the expiration of the time period provided by Federal Regulation Z for submitting a proper written notification of an error. This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement.
If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

*Your name and account number.
*The dollar amount of the suspected error.
*Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item about which you are not sure about.

How to Stop Payment of a Preauthorized Electronic Fund Transfer
If you have authorized us to pay your Loan payment automatically from your share account, you can stop the payment on any amount you think is wrong. To stop payment you must contact us three (3) business days before the automatic payment is scheduled to occur. If you telephone your request, we may require you to confirm your oral request in writing. If you fail to do so, your oral request will terminate 14 days after it is made. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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 statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay a questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any 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 that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your statement. And, we must tell you the name of anyone to whom we reported you. We must tell anyone to whom we report you 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 of the questioned amount, even if your statement was correct.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS LOAN AGREEMENT AND DISCLOSURE AND SECURITY AGREEMENT. I HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS.

CO-SIGNERS WHO DO NOT HAVE ACCESS TO THE LOAN ACCOUNT BUT ARE STILL LIABLE FOR REPAYMENT OF THE LOAN ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AS WELL AS THE SEPARATE "NOTICE TO CO-SIGNER."

Signature Date

Signature Date

Signature Date

PAL 9/09