

VISA DEBIT CARD AGREEMENT

In this Agreement and Disclosure Statement (Agreement) the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the Visa Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the share draft checking account designated on the request/application for the Card; “Credit Union” means Bragg Mutual Federal Credit Union or anyone to whom the Credit Union transfers this Agreement; and “Transaction” means use of the Card or the Account Number on the Card, and a Personal Identification Number (PIN) or Code when required, to perform a transaction with the Card.

1. **ISSUANCE OF THE CARD:** You have requested the Credit Union issue a Card that can be used to access funds from your Account. A PIN must be used with the Card for ATM transactions and debit card transactions. Do not reveal your PIN to anyone. Do not write it down where it may be available to others. Do not write your PIN on your card. You agree to pay a \$10 annual fee per Card issued on your account. You also agree to this annual fee being charged to your Account on a yearly anniversary day.
2. **RESPNSIBILITY FOR TRANSACTIONS:** You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. Allowing the use of the Card by another person is consent, therefore any unauthorized use of the Card by that person will not be covered if they use the Card incorrectly or for a transaction you did not authorize. If the Account is a joint, all transactions are binding for all account owners.
3. **USE OF THE CARD:** You may use the Card without the PIN to purchase goods or services at places that accept Visa cards (these are Point of Sales or POS transactions). You may use your Card to receive cash advances at financial institutions that accept Visa cards. You may use the Card and PIN to withdraw cash from your Account at ATMs. You may also order goods or services by mail, telephone and from the Internet from places that accept Visa cards. Some of these services may not be available at all locations. Use of the Card, the Account Number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor Visa, is an order by you for the withdrawal of funds from your Account. Each Transaction with the Card is subject to the terms and conditions of your Account. Any changes to your Account may affect the use of the Card.
4. **OVERDRAFT PROTECTION:** You understand that overdraft protection on your Account is limited to the availability of funds on deposit in your Master Share Account or another subaccount you have set up at the Credit Union. You may also access Member Privilege for the standard fee of \$22.00 for each transaction. The Credit Union cannot guarantee that all transactions will be approved through the Member Privilege program. Overdraft is available from only one of these sources.
5. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You will receive at the time you make a withdrawal from your Account using an ATM, Merchant, or POS terminal. You will receive a monthly statement reflecting the Transaction made with the Card. Sales or cash advance receipts for those transactions will not be returned with the statement. You will retain the copies of these receipts that were furnished at the time of the Transaction and use them to verify the accuracy of

your statement. It is very important that you regularly check your Account Statement for errors. Discrepancies, improper, or unauthorized transactions.

6. BUSINESS DAYS: Business days of the Credit Union are Monday through Friday, excluding legal holidays.
7. RETURNS: Merchants and others who honor the Card may give credit for returns or adjustments. They do this by initiating a credit to your Account. The Credit Union cannot make an adjustment for you. This is between you and the Merchant.
8. DISCLOSURE OF THE ACCOUNT INFORMATION TO THIRD PARTIES: The Credit Union will disclose information to third parties about your Account or the Transactions you made when;(1) it is necessary for completing the transaction; (2) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agencies or court orders; or (4) when you give us permission.
9. LIABILITY FOR UNAUTHORIZED TRANSACTIONS: You are required to contact the Credit Union at once if you believe your Card has been lost or stolen. Contacting the Credit Union by telephone is the most expedient way of keeping your losses down. It is possible to lose all the assets in your Account, including all of your Master Share Account assets which are used to cover overdrafts. If someone has used your Card to make an unauthorized transaction and you contact the Credit Union within two (2) business days, your liability will be no more than \$50. If you do not contact the Credit Union within two (2) business days after you learn of the loss or theft of your Card and the Credit Union can prove it could have prevented the unauthorized transaction from taking place, you could be liable for as much as \$500. Is your statement reflects transactions that you did not make contact the Credit Union at once. If you do not contact the Credit Union within sixty (60) days after the statement was mailed, you may not be reimbursed for any assets lost after the sixty (60) day period. All the Credit Union is required to do is prove the unauthorized transaction could have been prevented had we been contacted promptly.
 - A. Additional Limit on Liability – You will not be liable for any unauthorized transactions using your lost or stolen Card, unless you have been grossly negligent or have engaged in fraud. This additional limit on liability DOES NOT apply to ATM transactions or to any transaction using your Personal Identification Number. PIN based transactions are not processed by VISA.
 - B. A transaction is not considered “unauthorized” if you furnished the card, card number, PIN or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority without your permission, or for any reason the Credit Union concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.
10. HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION: If you believe your Card or PIN has Been lost or stolen or if you believe an unauthorized transaction has been made, please phone us at once at: 888-241-2510 if in the U.S. please or 909-941-1398 if outside the U.S. During normal office hours, you may call the credit union at 910-488-3515 or 1-800-257-0276, extension 226. If the transaction is not urgent, you may write; Bragg Mutual Federal Credit Union, 2917 village Drive, Fayetteville, NC 28304

11. STOP PAYMENT WAIVER: You waive the right to stop payment on any transaction against your Account which has been properly guaranteed.
12. MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or any financial institution to honor your Card. The Credit Union is subjected to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) purchase was made in response to a advertisement the Credit Union sent or participated in sending to you, or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.
13. REFUSAL TO HONOR CARD: The Credit Union is not liable for the refusal of inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or their retention of the Card.
14. LIABILITY FOR FAILURE TO MAKE TRANSACTIONS: If the Credit Union does not complete the transaction on your Account on time or for the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses or damages you are able to prove. However, there are some exceptions. The Credit Union will NOT be liable under the following circumstances.
 - A. If, through no fault of the Credit Union you do not have enough money in your Account to make the withdrawal or complete the transaction;
 - B. If, the ATM where you are making the transaction does not have enough cash;
 - C. If, the terminal or system was not working properly and you knew about the breakdown when you started the transaction;
 - D. If, circumstances beyond your control (such as fire, flood, or other acts of God) prevent the transaction, despite reasonable precautions that we have taken;
 - E. If, your Account is subject to legal process or other claim;
 - F. If, you use a damaged or expired Card and/or PIN or one that has been reported lost or stolen;
 - G. If, the Credit Union believes that something is wrong, for example that your Card has been stolen; or
 - H. As otherwise provided in regulations of the Board of Governors of the Federal Reserve System.
 - I. For preauthorized transactions, if through no fault of the Credit Union, the payment information for the preauthorized transfer is not received.
15. RULES OF THE ACCOUNT: All transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with Transaction, except as modified by this Agreement.
16. FOREIGN TRANSACTIONS: Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be at (i) the wholesale market rate; (ii) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).

17. EFFECT OF AGREEMENT: Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card and your Account.
18. ADDITIONAL BENEFITS/CARD ENHANCEMENTS: The Credit Union may from time to time offer additional services for your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdrawal or change them at any time.
19. CHANGE IN TERMS: The Credit Union may amend this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you, or decreases access to your Account, you will be given at least twenty-one (21) days prior notice of the change.
20. TERMINATION OF ACCOUNT: The Credit Union reserves the right to cancel your Card at anytime without notice. You also may cancel your Card at any time. The Card remains the property of the Credit Union, you agree to return the Card to the Credit Union or destroy the Card upon the Credit Union's request.
21. NO WAIVER: The Credit Union can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.
22. STATEMENTS AND NOTICES: Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any joint account owner will be considered notice to all.
23. GENERAL: To the extent permitted by law, you agree to pay reasonable costs, including attorney's fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives, and successors and if more than one, jointly and severally.
24. SIGNATURES: By signing in the Signature area of the application/request form, or by using the Card, you agree to the terms of this agreement. **RETAIN THIS DISCLOSURE FOR YOUR RECORDS.**
25. PICTURE DEBIT CARDS: The Credit Union offers a picture card for an additional \$7.00 fee. You will be charged each time there is a reissue on the Card for any reason (expired, lost/stolen damaged, act).

BILLING RIGHTS NOTICE

In case of errors or questions about your Card:

Telephone us at 910-488-3515 extension number 226, or write to us at Bragg Mutual Federal Credit Union, 2917 Village Drive, Fayetteville, North Carolina 28304 as soon as possible if you believe there is a discrepancy on your statement. Contact us if you need information about a transaction on your statement. We must hear from you no later than sixty (60) days after you receive the first statement on which the error or problem appeared.

- A) Tell us your name and account number.
- B) Describe the electronic transfer you have a question about. Explain as clearly as possible why you believe the Credit Union has made an error or why you need more information.

- C) Advise us of the dollar amount and date of the suspected error. If you tell us orally, we may require that you send us your complaint in writing within ten (10) business days. We will provide you the results of our investigation within ten (10) business days after we receive your complaint and will correct any error promptly. If more time is needed to investigate your complaint or question we may take up to forty-five (45) days. If additional time is needed we will give you provisional credit for the amount you think is in error to your Account within ten (10) business days so that you will have access to those funds during the investigation. If we ask you to put the complaint or question in writing and we do not receive it within ten (10) business days, your Account will not be credited. If we decide there was an error, we will send you a written explanation within three (3) business days after we finish our investigation and the provisional credit will be revoked. You may request copies of the documentation we used in our investigation.
- If you give notice of an error within thirty (30) business days after you make the first deposit to your Account, notice of an error involving a point of sale transaction initiated outside the U.S., its possessions and its territories, we will have ninety (90) days instead of forty-five (45) days to investigate.
 - If the error you assert is an unauthorized Visa card transaction, or cash disbursement error at an ATM, we will credit your Account within five (5) business days, unless we determine that the circumstances of your Account history warrant a delay, in which case you will receive provisional credit within ten (10) business days.

IMPORTANT INFORMATION REGARDING YOUR VISA DEBIT CARD

Non-Visa Debit Transaction Processing

We have enabled non-Visa debit transaction processing. This means you may use your Visa-brand debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: STAR and CIRRUS Networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-brand debit card include signing a receipt, providing a card number over the phone or via the Internet, swipe the card through a point-of sale terminal.

Examples of these types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

The provisions of your Agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero liability programs) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.