



Alliance Federal Credit Union VISA Check Card Agreement

AGREEMENT

This Check Card Agreement is effective February 22, 2010. This Agreement incorporates by reference all of the numerical rates and fees set forth in our Rate and Fee Schedule that are applicable to your Account. In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement: "Card" means the Visa Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your share draft (checking) account or in the event of an overdraft any other account in the Credit Union in which you have the then current right to request withdrawals, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

Signature and Copy Received: By signing the Application, the back of the card, a sales invoice or receipt, or by using the card or its account number and your personal identification number (PIN), you acknowledge and confirm that you have requested that the card be activated or that it is a renewal or replacement of an existing card. You also agree to and understand all of the terms, conditions, and disclosures contained in this document and acknowledge receipt of a copy of this document. These terms, conditions, and disclosures are in addition to those governing the account, which may be, accessed in connection with this Agreement.

Effect of Agreement: This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. Amendments will apply to your existing account balance as well as to future transactions, as indicated in our notice or indicated to the extent the law permits.

USING YOUR ACCOUNT

Your Account is to be used only for personal, family or household purposes. You promise that you will not allow your Account to be used for Internet gambling, and you will not use it for any unlawful purposes or transactions, including check kiting.

When your card is activated by us at your request, you, anyone authorized by you, or any party to an account which may be accessed through use of the card or the account number, may withdraw cash at automated teller machines (ATMs) and make purchases at places where your card is honored. When you do so, you authorize us to deduct the funds from your account to cover your transactions. You can get a receipt at the time you make any cash withdrawal from an automated teller machine or a purchase using your card.

Transaction Processing: Each time you use your card, the amount of the transaction will be deducted from your account as if it were a check. We may, at our discretion, return any check or other item drawn on your account to ensure there are sufficient funds to cover a card transaction. If there are insufficient funds in your account to cover a transaction, the difference may be transferred from another

account, or if you have an overdraft line of credit with us, an advance may be made under the terms of that Agreement to cover the transaction if a sufficient amount is within your available credit limit. We are not obligated to pay out any funds if the balance in your account is insufficient and there is no other account with sufficient funds or an overdraft line of credit. If we elect to pay out such funds, you agree to pay the deficiency on demand or immediately following receipt of your monthly statement, whichever occurs first plus any overdraft charges in effect under the terms and conditions of your account.

Fees: You will be assessed a Non Sufficient Funds (NSF) fee for each transaction which places your account in an overdraft condition.

Liability for Loss: If we do not complete a transfer from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line of credit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

We are not responsible for and do not, directly or indirectly, give any guarantee or warranty with regard to the quality, suitability, or fitness for a particular purpose, or any other characteristic of any goods or services purchased by use of the card. You agree to settle any dispute about a purchase with the merchant or service provider who honored the card. You may not request or issue a stop-payment order for a withdrawal or purchase.

Liability for Unauthorized Use-Lost/Stolen Card Notification:

You understand and agree that you should and will keep the card in a safe place, not write your PIN on your card or store it with the card, not disclose your PIN to anyone over the phone or in person, check your statements for any unauthorized or erroneous transactions promptly upon receipt, and tell us AT ONCE if you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission by calling (800) 682-6075 or us at (806) 798-5554 or (800) 687-4328 or writing us at Alliance Federal Credit Union, VISA Check Card Department, 8401 Quaker Avenue, Lubbock, TX 79424. Our business days are Monday through Friday 9:00 a.m. to 5 p.m. Holidays are not included.

Merchant Disputes: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost was more than \$50.00 and was made in your state or within

100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

Statements: We will provide an Account statement each month one is required by applicable law, unless there are no transfers in a particular month and you do not ordinarily receive a monthly statement for your account.

CHANGING OR TERMINATING YOUR ACCOUNT

The Credit Union may change the terms of this agreement from time to time. Notice of any change will be given in accordance with applicable law. We may notify you on or with your statement or mail notice of any changes to you at your address shown on our records.

Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay outstanding transactions and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized and you contacted the Credit Union regarding said transactions. The Card(s) you receive remain the property of the Credit Union and you must surrender to the Credit Union all cards upon request or upon termination of this Agreement. You understand and agree that we have the right to request return or proof of destruction of the card at any time, and you agree to do so immediately after we notify you of our request.

We may terminate this Agreement at any time. If we do so, you agree that the terms and conditions of this Agreement and any related Agreement will continue to govern any transfers or transactions occurring before the termination.

COMMUNICATIONS/CHANGE OF INFORMATION

We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us in writing to the address shown on your billing statements.

If more than one person is responsible to the Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You authorize us, or anyone acting on our behalf to call any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular or similar devices. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft, obtaining information, transactions on servicing of your Account, collecting on your Account, and providing you information about products and services.

GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES. THE STATE LAW OF TEXAS, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

FURTHER INFORMATION

YOUR BILLING RIGHTS: 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 your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers
- (2) In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant.
- (3) In order to comply with government agency or court orders.
- (4) If you give us your written permission.

In case of errors or questions about your Electronic Transfers you need to contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number
 - (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
 - (3) Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 5-10 business days for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.