



VISA Debit Card/ATM Cardholder Agreement

I/We have applied to the Apple Federal Credit Union for ATM access card or Visa Debit Card and agree to all of the following terms and conditions. Further, I/we agree that the terms and conditions relative to this ATM access card or VISA Debit Card may from time to time be changed or modified by the AFCU Board of Directors; I/We will be notified by mail of any such changes at my/our address of record with the Credit Union. Use of the ATM access card or Visa Debit Card following such notification shall constitute acceptance of the changes or modifications to this agreement.

1. The Credit Union issues the ATM access card or Visa Debit Card for my/our use only. I/We assume responsibility for all transactions made through the use of this card and understand that all transactions will be debited or credited to the appropriate savings or checking account. Transactions and electronic fund transfers and are subject to the regulations of the Electronic Funds Transfer Act.
2. The card is the property of the Credit Union and is subject to cancellation at any time. The card will be returned to the Credit Union upon request or may be impounded automatically by a machine. I/We may cancel my/our ATM access card or Visa Debit Card privileges by notifying Apple FCU in writing and physically returning the ATM access card or Visa Debit Card in person or by registered mail.
3. I/We will be assigned a Personal Identification Number (PIN). At no time will I/We reveal or make available, directly or indirectly, this PIN to any other person.
4. Any loss or theft of this card and/or PIN will be promptly reported to the Credit Union.
5. The use of this card is subject to regulations on the Checking and Savings Accounts. I/We agree not to withdraw funds in excess of the available balance in my account. Withdrawals in excess of the available balance may result in the revocation of my/our card(s). You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
6. The Board of Directors of the Credit Union may assess fees for participation in the ATM and Visa Debit Card access system and the use of the card for transactions. These fees may be changed

from time to time at the discretion of the Board and I/we agree the Credit Union may deduct fees due from my Checking and/or Savings Accounts.

7. Nothing in this agreement shall be deemed to annul, limit or in any way modify any other obligations or relationships I/we may have with the Credit Union now or hereafter.
8. I/We authorize Apple Federal Credit Union to perform appropriate credit inquiries to determine my eligibility to receive the ATM access card or Visa Debit Card.
9. I/We understand that refund requests are not handled by Apple Federal Credit Union. All claims for refunds on purchases made with the Visa Debit Card or ATM access card must be handled directly with the merchant that accepts the card. I/We will be liable for the full amount of the purchase. Any refund must be initiated by the merchant and will be reflected on the periodic statement. I/We do not have the right to stop payment on any transfer originated by the use of the Apple Visa Debit Card or the ATM access card.
10. I/We understand that when using the Visa Debit Card there are times when merchants may try to obtain a preauthorization for a purchase. If a preauthorization is made, Apple reserves the right to place up to three (3) business days hold on the authorized funds. The hold is canceled when either the three (3) days expire, or a matching transaction is submitted. During the hold period, the amount of the hold may not be available to clear checks or perform other transactions. Apple is not responsible for any damages that may result from this. Apple reserves the right to limit the total or pre-authorized holds to \$2,500 at any given point in time.
11. If Apple sues me/us because of default on this account agreement, I/we will be liable for all costs and expenses including attorney's fees, the responsibility for costs will not exceed the maximum allowed by law.

Summary of Your Liability for Unauthorized Transfers

If you believe your Account number, ATM access card or password (PIN) has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your ATM access card, PIN, PAT and/or personal branch without your permission.

If you DO NOT tell us within two (2) business days after you learn of the loss or theft and we can prove that we could have stopped someone from using your ATM access card or PIN without your permission if you had told us, you could lose as much as \$500.

If you believe your Visa Debit Card has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, there is zero liability to you. If you notify us after two (2) business days after the loss of your Visa Debit Card, the maximum you are responsible for is \$50, if someone used your Visa Debit Card without your permission. Note: Transactions may be processed through a non-Visa network without any notice or option to you. These networks may include STAR, Accel/Exchange, CU24,

or Co-Op. Transactions processed through these networks are not covered by Visa's zero liability policy and you may be responsible for no more than \$50.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you then:

- a. You may be liable for up to \$500 for any unauthorized transfers made within sixty (60) days after the statement was made, and;
- b. You may be liable for all unauthorized transfers occurring at least sixty (60) days after the statement was mailed, but before we are notified, if we can establish that the unauthorized transfer would not have occurred but for your failure to notify us.

If for good reason (such as a long trip or hospital stay) kept you from telling us, we will extend this time period.

Regarding notice about any lost Visa Debit Card, ATM access card, PIN or unauthorized electronic fund transfer, notice is considered given at the time you place the notice in the mail, or when you deliver the notice for transmission by any other usual means. We suggest however, that any notice be made in writing.

Telephone Number and Address for Reporting Loss, Theft or Unauthorized Use of Visa Debit Card or ATM Access Card

Telephoning is the best way to prevent losses or to keep them at a minimum. Call the Credit Union during normal business hours at: 703-788-4800 or 800-666-7996.

Or immediately write to:

Apple Federal Credit Union
ATTN: CS Department
PO Box 1200
Fairfax, VA 22038

For Visa Debit Card Only

You may call to report the Visa Debit Card lost/stolen after normal business hours, on weekends, and holidays at 800-554-8969. In some circumstances, when you phone you may be asked to follow up with a written statement.

Business Days/Hours

Our normal business days are Monday through Friday, exclusive of holidays. Our hours are 9:30 a.m. to 5 p.m. Monday, Tuesday, Thursday and Friday. On Wednesday our hours are 10:30 am. to 5 p.m. On Saturday our hours are 9 a.m. to 1 p.m. Call Center hours are Monday -Friday 8 a.m. to 6 p.m. and Saturday 9 a.m. to 12 p.m.

Types of Transfers Available and Limits on Transfers through Visa Debit Card and ATM Access Card

You may use your Visa Debit Card and ATM access card for withdrawing cash from your Savings or Checking Account. If there are not sufficient funds in the savings account you are accessing, we will withdraw monies from the other savings account, access your Overdraft Privilege, if available or add it to your LoanLiner Account, if available and you have opted in. Please note that Overdraft Privilege is secondary for those members who have a signature line of credit and/or established share transfers to cover presented checks and Debit Card transactions. AFCU, in compliance with regulation D, permits only six (6) telephone or preauthorized transfers per month from Savings Accounts to Checking Accounts to include transfers to cover Checking overdrafts.

Assuming available funds are in your account, you may withdraw up to \$515 within a 24-hour period from an ATM unless another amount has been specified for you by the Credit Union.

Your Visa Debit Card can also be used as follows:

- To make purchases at millions of locations worldwide
- To receive cash back at point-of-sale merchant locations that accept Visa
- To make a cash advance at any financial institution that accepts Visa.

Some of these services may not be available at all times.

Charges for ATM Transactions

Apple FCU will not assess a fee for the first two (2) ATM withdrawals for eXtras Checking account holders from a non-Apple (foreign) ATM each calendar month. Withdrawals in excess of this stated maximum will be assessed a per transaction fee by Apple FCU. There are no Apple ATM fees for Advantage Checking and Investors Checking account holders if applicable account terms are met. If we transfer funds from a savings account to cover the transaction, a service charge will be imposed. (Current fee amounts are found on the Apple rate and fee schedule).

Documentation of ATM Transactions

You will receive a receipt at the time you make a withdrawal using an ATM or transact at a point-of-sale teller machine except when the amount is \$15.00 or less. You will receive a monthly statement of your Checking and Savings Accounts.

Foreign Transactions

A fee of 1.00 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

Types of Transfers Available and Limits on Transfers through PAT and/or NetBranch

- a. Request a check withdrawal from your Savings or Checking Accounts.
- b. Transfer funds between your Savings and Checking Account. AFCU, in compliance with Regulation D, permits only six (6) telephone or preauthorized transfers per month from Savings Accounts to Checking Accounts to include transfers to cover Checking overdrafts.
- c. Make balance inquiries into your Prime Share Savings, Checking and Loan Accounts.

Circumstances in Which We Will Disclose Account Information to Third Parties

AFCU will disclose information about your account or the withdrawals you make to third parties only in these circumstances:

- When necessary to complete a withdrawal
- To comply with a government agency or a court order
- When you have given AFCU written permission to do so
- In order to verify the existence and condition of your account for a third party such as a credit bureau or a merchant.

AFCU Liability for Failure to Make Withdrawals

If the Credit Union does not complete a withdrawal from your account or in the correct amount according to our agreement with you, the Credit Union may be liable for losses or damages, EXCEPT in the following instances:

- If through no fault of the Credit Union you do not have sufficient available funds in your account to make the withdrawal
- If available to you, the withdrawal would go over the credit limit on your revolving credit loan
- If the ATM where you made the withdrawal does not have enough cash and despite information to that effect showing on the screen you proceed with transaction
- If the ATM was not functioning properly and you knew of the breakdown before you started the transaction
- If circumstances beyond the control of the Credit Union (such as fire or flood) prevent the withdrawal despite reasonable precautions that have been made
- Any other exceptions that may be listed in your agreement with the Credit Union.

Right to Stop Payment

You may stop payment of a preauthorized electronic funds transfer from your account by notifying Apple FCU verbally or in writing at least three (3) business days before the scheduled date of the transfer. Apple FCU may require you to confirm your stop payment request in writing within fourteen (14) days after the call. Apple FCU reserves the right to charge a fee for this service.

In Case of Errors or Questions About Your Electronic Transfers

If you think that a statement or a receipt for an electronic transfer is wrong or if you need more information about a transfer listed on a statement or receipt, contact Apple Federal Credit Union at once:

- Telephone: 703-788-4800 or 800-666-7996
- Or write to: Apple FCU, ATTN: CS Department, PO Box 1200, Fairfax, VA 22038.

AFCU must hear from you within sixty (60) days after the first statement on which the suspected error appeared has been sent. You should furnish:

- Your name and account number
- A description of the error or the transfer you are concerned about, explaining as clearly as you can why you believe it to be an error or why you need more information
- The dollar amount of the suspected error.

Should you contact AFCU verbally, you may be asked to send your complaint or questions in writing within ten (10) business days.

AFCU will send you the results of the investigation within ten (10) business days after the Credit Union has heard from you. Any errors will be corrected promptly.

In the event more time is needed, AFCU may take up to forty-five (45) business days to investigate the matter (ninety (90) business days if transaction is point-of-sale or foreign). Should this be necessary, your account will be credited within ten (10) business days for the amount you think is in error.

With new accounts (claim made within thirty (30) days of account opening) AFCU will send you the results of the investigation within twenty (20) business days after the Credit Union has heard from you. If more time is needed, AFCU may take up to ninety (90) days to investigate the matter. Should this be necessary, your account will be credited within twenty (20) business days for the amount you think is in error.

You will have the use of the amount of the money in question during the time it takes to complete the investigation. However, if you are asked to put your questions in writing and you do not do so within ten (10) business days, AFCU may not be able to credit your account. Should no error be found, a written explanation will be sent within three (3) business days after the investigation is completed.

You may ask for copies of the documents that were used in the investigation.