

VISA® Check Card Disclosure For Personal and Business Accounts

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” or Check Card means Frontwave Credit Union VISA Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the personal or business account designated as the primary or business account for your VISA Check Card. “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement and “Transaction” means use of the Card or the Account number on the Card to perform a transaction with the Card. “Terminal” includes but is not limited to, Point-of-Sale/Merchant terminal (POS), Automated Teller Machine (ATM) or cash dispensing machine (CDM). “Share Draft Account” means your personal or business checking account(s). “Share Account” means your personal or business savings account(s).

ISSUANCE OF CARD

You have requested the Credit Union issue you a Card that can be used to access funds in your personal or business Account. You may choose a Personal Identification Number (PIN) or the Credit Union will issue you a PIN that must be used with the Card for transactions that require the use of a PIN. This number should be memorized — DO NOT write it on your Card. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with your Card or that you authorize another person to make with your Card. You understand that if you disclose your Check Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a personal joint account or business joint account, all transactions involving the Account are binding on all Account holders. Your responsibility for unauthorized transactions is described in the section titled “Liability For Unauthorized Transactions.”

USE OF THE CARD

You may use the Card and PIN to:

- withdraw cash from your personal or business Share or Share Draft Accounts at ATMs, merchants, or financial institutions that accept VISA cards,
- transfer funds between your personal or business Share or Share Draft Accounts,
- make deposits to one of your personal or business accounts at the Credit Union,
- purchase goods or services at all places that allow point-of-sale (POS) transactions.

You may use the Card without the PIN to:

- purchase goods or services at places that accept VISA cards,
- order goods or services by mail, telephone, or Internet from places that accept VISA cards.

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

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 cards is an order/authorization by you for the withdrawal of the amount of the transaction from your personal or business Account(s). Each transaction with the Card will be charged to your personal or business Account(s). Authorization for a Visa check card transaction is considered for approval at the time of the transaction, and according to the available balance (not current balance) in your personal or business share draft account during that time. All Check Card transactions covered by this Agreement are subject to the terms and conditions of your personal or business Account agreement with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your personal or business Account agreement may affect the use of the Card.

OVERDRAFTS

Funds to cover your Card transactions will be deducted directly from your personal or business Share Draft (Checking) Account. If there are insufficient funds available in your personal or business Share Draft Account to cover the transaction amount, we will transfer funds from your Share (Savings) Account, provided you've authorized this service and agreed to the *Overdraft Protection Transfer Fee* that will be assessed. Please see current Schedule of Fees & Charges for the amount of the fee. Otherwise, the transaction will be declined, unless you have an Overdraft Line of Credit or VISA Credit Card. See below for related information.

If you have been approved for an Overdraft Line of Credit, or VISA Credit Card, you may elect to have all overdrafts automatically covered by funds transferred from the Line of Credit or VISA Credit Card. The terms of your Line of Credit or VISA Credit Card will apply. Currently, there is no fee assessed for this service. If there are insufficient funds available from your Line of Credit or VISA Credit Card, the transaction will be declined.

If sufficient funds are not available to pay a pre-authorized VISA Check Card transaction, and you do not have a Share Account, Overdraft Line of Credit, or VISA Credit Card agreement, the transaction will be force-paid (as required by VISA rules), and you will be required to pay the deficient balance in a timely manner. Failure to do so, will result in FRONTWAVE taking collection action against you.

COURTESY PAY

Courtesy Pay is another type of overdraft protection (with pre-approved limits), that qualifying members can receive. It is not a loan. Courtesy Pay will pay checks presented for payment against your account, even if those checks cause your account to become overdrawn. Your account will be assessed a Courtesy Pay fee (See current Schedule of Fees and Charges) each time your account is overdrawn, if the transaction results in a negative balance greater than \$20. The maximum number of fees charged in a day is five (5). You will be sent notification whenever Courtesy Pay is activated. You must repay the outstanding negative balance within 30 days, to avoid termination of Courtesy Pay services, or collection action. Courtesy Pay is not available on Business Accounts.

Courtesy Pay is also available for Debit and/or ATM Card transactions, however you must provide written authorization (Opt In) to have Courtesy Pay overdraft services on Debit or ATM Card transactions.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

Purchases made above the floor limit of the merchant will require an authorization number from VISA. You may make ATM cash withdrawals up to \$600 each 24-hour period as long as your available balance will cover the transaction.

CHARGES FOR TRANSACTIONS

FRONTWAVE will not charge for any transactions at ATMs or POS terminals owned by FRONTWAVE. You will not be charged a fee for VISA Check Card transactions processed as a credit entry at any terminal that accepts VISA. A fee will be assessed for any transaction processed as a debit entry at nonproprietary ATMs or POS terminals. Please see current Schedule of Fees & Charges. Merchants or other financial institutions may levy various fees or surcharges for transactions at ATMs or POSs they own or operate.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTION

Depending upon the terminal, you will receive, or you may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

Exception for Receipts for Small-Value Transfers:

You may not receive a receipt from certain terminals if the amount of the transfer is for \$15 or less. In these instances, refer to your monthly statement for documentation of the transfer.

BUSINESS DAYS AND HOURS

Our general business days and hours are Monday–Friday (9:00a.m. to 6:00p.m.) and Saturday (9:00a.m. to 4:00p.m.) excluding Sundays and Federal holidays. For specific Branch and Member Solution Center hours, please visit our website at www.frontwavecu.com

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

The provision of exceptional quality products and services necessitates that we disclose information about you with third parties as permitted or required by law. These disclosures typically include information necessary to effect, administer, or enforce a transaction on your behalf and conduct the operations of the credit union, to follow your instructions as you authorize, or to protect the security of our financial records.

BUSINESS ACCOUNT ERRORS OR UNAUTHORIZED TRANSACTIONS

Timelines and liability limits for Business Account errors or unauthorized transactions are not subject to Personal Account Transaction timelines, liability limits, or error resolution requirements as mandated by Regulation E. Business Account Transaction errors will be handled on a case-by-case basis.

IN CASE OF ERRORS OR QUESTIONS

In case of errors or questions about your electronic transactions:

Telephone us at 800-736-4500 on any business day, as soon as you can, if you think your statement is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we have sent or delivered to you the first statement on which the problem or error appeared. If you tell us orally, we will require you to send us your complaint or question in writing within 15 business days. In your letter you should:

- (a) Tell us your name and account number.
- (b) The dollar amount and date of the suspected error.
- (c) Your business hour telephone number.
- (d) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information.
- (e) List what attempts have been made to rectify the error directly with the merchant.
- (f) Affix your full signature to your letter and include the date it was mailed or delivered to the credit union.

If you subscribe to Frontwave's Mobile Banking app, you can also submit a dispute via this service.

We will tell you the results of our investigation within 10 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 “provisionally” credit your account within 10 days for the amount you think is in error (less any amount for which you

may be liable), so that you will have the use of the money during the time it takes us to complete our investigation. Complaints or questions must be submitted in writing or we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. We will also make arrangements for the repayment of the provisional credit. You may ask for copies of the documents that we received in our investigation.

LIABILITY FOR UNAUTHORIZED ATM TRANSACTIONS

Tell the Credit Union **IMMEDIATELY** if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft Line of Credit, if you have one). If you tell the Credit Union within two (2) business days, you can lose no more than \$50 if someone used your card or PIN without your permission.

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

Your liability with respect to unauthorized transactions may be greater than the above limits to the extent allowed under applicable law, only if FRONTWAVE has determined that you were grossly negligent or fraudulent in the handling of your account or card.

Also, if your statement shows transfers that you did not make, tell the Credit Union **IMMEDIATELY**. If you do not tell the Credit Union within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if the Credit Union can prove that it could have stopped someone from taking the money if you had reported it in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Credit Union, the time periods may be extended.

If you furnish your Card and PIN to a person (such as a family member, friend, business associate or employee) and grant them authority to use your card for a “specific” transaction, and they exceed the authority given, you are fully liable for any transaction(s) that exceed your initial authority, UNLESS you notify the Credit Union immediately following the completion of the authorized transactions, that any additional transactions by that person which exceed your initial authority, are no longer authorized. You also agree to co-operate with the Credit Union to recover any unauthorized funds that are withdrawn from your account by said person, by filing a police report that names the person in question, and supporting the credit unions efforts to seek restitution against the person in question.

LIABILITY FOR UNAUTHORIZED “VISA” TRANSACTIONS

Your liability for the unauthorized use of your Card with the VISA logo (when it is used as a VISA card) will be zero (\$0.00) if we received notice from you within 60 days after we sent or delivered to you the first statement on which the unauthorized transaction appeared.

If you furnish your Card and PIN to a person (such as a family member, friend, business associate or employee) and grant them authority to use your card for a “specific” transaction, and they exceed the authority given, you are fully liable for any transaction(s) that exceed your initial authority, UNLESS you notify the Credit Union immediately following the completion of the authorized transactions, that any additional transactions by that person which exceed your initial authority, are no longer authorized. You also agree to co-operate with the Credit Union to recover any unauthorized funds that are withdrawn from your account by said person, by filing a police report that names the person in question, and supporting the credit unions efforts to seek restitution against the person in question.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe the Card has been lost or stolen or that someone has transferred money from your account without your permission, please notify us as quickly as possible by calling the Member Solution Center at 1-800-736-4500, or after hours and on weekends at 1-800-682-6075.

REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your personal or business 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 for their retention of the Card.

MERCHANT DISPUTES

The Credit Union is not subject to claims and defenses arising out of goods or services you purchase with the Card on the basis that the goods and services were defective, not delivered or not as promised.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If the Credit Union does not complete a transfer to or from your personal or business account on time or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable for instance...

- If, through no fault of the Credit Union, you do not have enough money in your personal or business Account to make the transfer.
- If you have overdraft protection with the Credit Union and the transaction would exceed your overdraft protection limit.
- 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.
- If your personal or business Account is subject to legal process or other claim.
- If you use a damaged or expired card or a card that had been reported lost or stolen.
- If the Credit Union believes that something is wrong, for example, that your Card had been stolen.
- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

USE OF YOUR CARD WHILE TRAVELING

If you will be traveling out of your residing state or to a foreign country, spending activity in a different area may prompt your card number to appear on a Risk Management report for unusual activity. To prevent your card from being temporarily blocked due to irregular activity and fraud prevention, you should notify the Credit Union of your travel plans prior to traveling. In special circumstances, prior notification may not guarantee your card will not be blocked as a precaution.

FOREIGN TRANSACTIONS AND OTHER CHARGES

International purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. Dollars will be either at the government mandated rate, or a wholesale currency market rate determined by VISA for the processing cycle in which the transaction is processed. The conversion rate selected by VISA will not be increased by an adjustment factor. However, a separate VISA International Service Assessment (ISA) Fee of 1.00% for all international multi-currency transactions and a 1.00% fee for all international single-currency transactions (those that are processed in U.S. dollars) is charged to the Credit Union, passed on, payable by you, and will appear on your statement as an additional charge. The currency conversion rate used by VISA on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. It is important to note that transactions conducted at U.S. military bases, territories, embassies, or consulates; and fund transfers conducted by you, are exempt and will not be subject to the 1.00% international single-currency ISA transaction fee.

EFFECT OF AGREEMENT

Even though the sales receipt 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.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your personal or business Account. Some may be at an 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 withdraw or change them at any time.

CHANGE IN TERMS

The Credit Union may change 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 Accounts, you will be given at least forty-five (45) days prior notice of the change.

TERMINATION OF ACCOUNT

The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement and the law, any number of times without losing its right to enforce them at a later date.

STATEMENTS AND NOTICES

Statements and notices will be mailed to you at the most recent address you have given the Credit Union. If this is a joint account, notice sent to any one of you will be considered notice to all. If you have signed up to receive your statements electronically through the Credit Unions E-statement service and this is a joint personal or business account, emailed to any one of you, will be considered to all.

COLLECTION COSTS

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees for enforcing our rights under this Agreement.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of this agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ILLEGAL TRANSACTIONS

Your VISA Check Card may not be used to execute any illegal transactions. We have the right and are mandated by regulation to decline the authorization of Internet gambling transactions.

USE IN FOREIGN COUNTRIES OR FOREIGN MERCHANT PURCHASES

Use of your VISA Check Card in certain foreign countries or for purchases through foreign merchants may be restricted. Before traveling to a foreign country or conducting a foreign merchant purchase, contact the Credit Union's Card Services department.

ACKNOWLEDGEMENT OF ACCEPTANCE

Acceptance, retention, or use of your VISA Check Card indicates your agreement to the terms and conditions in this Agreement. You further acknowledge receipt of a copy of this Agreement and the disclosure statement made pursuant to the Electronic Funds Transfer Act.

ATM SAFETY

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete. Count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you.
- Remember to keep your PIN a secret. Make sure not to write it on your Check Card or anywhere else in your wallet. Thieves can easily figure out the reason for "hidden" or "secret" numbers.



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