

bureau or merchant;

- In order to comply with a government agency or court orders;
- If you give us written permission.

## Summary of Error Resolution Procedure In case of Errors or Questions About Electronic Transfer

In case of errors or questions about your electronic transfers, call: (904) 296-1292 or write: Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246 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.

- Tell us your name and account number (if any).
- 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.
- 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 credit your account within 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days. 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 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. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of error within 30 days after you make (1) the first deposit to your account, or (2) a point of sale transaction, or (3) a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

---

## Safety Precautions for the Use of Automated Teller Machines (ATM)

**Observe the Surroundings.** Before approaching any ATM be alert for any suspicious persons or circumstances. Should you observe suspicious persons or circumstances or otherwise feel uneasy or uncomfortable with your surroundings leave the area immediately - do not use the ATM. Come back at a later or more appropriate time or use an ATM at another location. Report any suspicious persons to law enforcement authorities.

**Be Ready to Transact Business.** Before approaching any ATM have your access card and any other paperwork necessary for your particular transaction ready and in your hand. Having to retrieve items from a purse or wallet is time consuming and allows a potential thief easier access to your valuables. By being ready to transact business before approaching the ATM, your transaction becomes quicker and safer.

**Be Courteous to Other Users.** When approaching an ATM which is then in current use do not stand directly behind the person actually using the machine. An adequate distance will allow the person currently using the machine to conduct their transaction securely, privately and confidentially.

**Remain Observant While Using ATM.** While transacting business at the ATM continue to observe your surroundings. Be careful not to disclose or otherwise reveal your Personal Identification Number (PIN) to others while using the ATM. Never begin a transaction when strangers have a clear view of the ATM keyboard. Use your body to shield the ATM keyboard as you access the machine. This will allow you to access the machine without disclosing or revealing your PIN. You should check your surroundings every few seconds while actually using the ATM. Should you observe any suspicious persons or circumstances terminate your transaction immediately, leave the area and contact law enforcement authorities.

The above disclosure is a required disclosure given pursuant to Florida Statutes section 655.963. It is not intended to create any rights or duties between the parties. The Credit Union expressly disclaims any and all liability as relates to the use of Automated Teller Machines owned or controlled by the Credit Union except as provided by statute.

## Visa® Debit Card Agreement

In this Agreement the words “you” and “your” mean each and all of those who apply for the Card, sign this Agreement or have signed the Share Draft Agreement for the account number listed herein. “Card” means the Alive Credit Union Visa debit card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this credit union. “Account” means your share draft account with us. “We”, “us” and “ours” mean Alive Credit Union.

**Card Issuance.** You hereby request us to issue a Alive Credit Union Visa debit card to you. The card can be used to request withdrawals from the share draft account listed herein and is subject to the terms and conditions set forth in your share draft account Agreement and the additional terms set forth in this Agreement. The card, when issued to you, will remain the property of Alive Credit Union. You agree to surrender the card to us at any time we request. You agree the card may not be used for any illegal transaction, including but not limited to unlawful gambling.

**Card Withdrawals.** You may use the card or the account number shown on the card to make payments, purchases or to obtain cash advances from merchants, financial institutions or other parties who honor the card. Such use of the card is your authorization for us to withdraw shares from your account in an amount equal to the payment, purchase or cash advance transaction. Each card withdrawal by you (or by anyone else to whom you have given the card) will be charged to the account and will be treated as though it were a “share draft” for purposes of the share draft account Agreement, except that: (1) we may charge withdrawals to the account in any order we determine, and if shares are not sufficient to cover all withdrawals, we may pay card withdrawals and dishonor regular share drafts, and (2) we cannot honor stop payment requests on card withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Overdrafts.** You promise not to use the card in a manner that would overdraw the balance available in your account. If an overdraft occurs, you promise to pay us for the amount of any card withdrawals or share drafts which we honor in excess of the shares available in your account. We will handle any overdrafts in the same manner as provided for in your share draft account Agreement.

**Lost Card Notification.** If you believe the card has been lost or stolen, you will immediately call us at: 800.682.6075.

**Liability for Unauthorized Use.** The rules for unauthorized transfers are provided in the disclosure accompanying this agreement. You will not be liable for any amount unless we can prove that you were grossly negligent in the handling of your card. If you write your PIN on your card, or otherwise keep the PIN with the card, you may be grossly negligent. ACU reserves the right to revoke any card if the credit union believes it is being abused or being treated in a negligent manner.

**Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account and/or this card, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our by-laws.

**Using the Card.** The fees for card use are listed in the disclosure accompanying this agreement. You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept Visa debit cards. In addition, you may obtain cash advances from the credit union, from other financial institutions participating in the Visa program and from automated teller machines (ATMs), such as Presto, Star, Plus, and CU 24 ATM Networks, which provide access to the Visa system. (Not all ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

**Returns and Adjustments.** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by initiating a credit to us, and we will credit that amount to your account.

**Open Account.** You understand that you must keep your share account and draft account open in order for your card to remain valid, and you agree to return all cards if you should close your account(s).

**ATM Terminals.** The credit union believes that the various ATM terminals will prove to be reliable. However, the terminals may not operate properly at all times. The credit union, therefore, may not promise that the terminals will always be available for your use. You promise not to attempt to make a transfer when a terminal tells you or other circumstances give you a reason to believe that the terminal is closed or is not operating

properly due to a technical malfunction or is otherwise unable to make the transfer you desire.

**Card Activity.** You agree that if the credit union notices that your card is being used more frequently than usual, or to withdraw larger amounts than usually withdrawn, it may try to contact you to verify that the card has not fallen into the hands of an unauthorized user. If the credit union does not reach you, it may, in order to attempt avoidance against possible losses, choose to invalidate the card the next time it is used. If the credit union does, in fact, invalidate the card, it may be revalidated by bringing the card to one of the credit union's branch offices. However, you understand that the credit union has no obligation to keep up with how the card is usually used or to notify you if it notices unusual activity.

You agree that the credit union is not responsible for providing security guards or other security measures at various ATM terminals.

If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the credit union finds in the envelope used to make the transaction. You agree that each ATM transaction completed during normal credit union business hours will be posted immediately to your account; ATM transactions received after normal credit union business hours will be posted the next regular credit union business day. You further agree that credit to account(s) for non-cash items will be conditional until the credit union can collect the item. If the credit union cannot collect the amount of a non-cash item, that amount will be deducted from your account.

You agree that the card shall be used only for the type of transfers and to have access only to the account(s) that the credit union in advance has approved. If through some error the card permits you to withdraw funds from an account that you should not be allowed to use, the credit union may charge the amount involved to an account that you can use.

Except as changed by this Agreement, electronic fund transfers made by use of the card and PIN are subject to the rules and agreements contained in your membership card, signature card and other account rules and regulations for your account(s) and this agreement is made part of those rules and regulations. If the credit union is forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus any other related costs.

**Foreign Transactions.** Payments, purchases and cash advances made in foreign countries and foreign currencies will be charged to your account in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by Visa, through whose facilities card withdrawals are handled.

**Dishonoring the Card.** We are not responsible for the refusal of any terminal, plan merchant, financial institution or other party to honor your card. You understand and agree that said parties may not be able to determine your actual account balance and may refuse to honor the card for that reason. You agree that we are not liable for such refusal or inability to complete the transaction or for their retention of the card.

**Effect of Agreement.** This Agreement, and the share draft account Agreement it supplements, is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the card thereafter will indicate your agreement to the amendments.

**Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law.

**Delay in Enforcement.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations.

**Invalidity of Provisions and Captions.** If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

**Copy Received.** Your use of the card acknowledges receipt of a copy of this Agreement and your agreement to all of the terms and conditions set forth herein.

---

## Visa® Debit Card Disclosure Statement Your Access Device and Electronic Fund Transfers

**Account Access.** Your Alive Credit Union Visa debit card(s) may be used at any Presto, Plus, or Star ATM location and at merchants and other businesses honoring Visa and when used with your personal identification number will allow you to initiate any of the following transactions provided the accounts have been authorized for use. You may make:

- Deposits to Savings
- Cash withdrawals from Savings
- Transfers from: a) Savings to Checking b) Checking to Savings
- Deposits to Checking
- Cash withdrawals from Checking

\*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

**Limitation on Frequency of Transfers.** For specific authorized limits on ATM or over the counter cash withdrawals as well as merchandise purchases, please contact a member services representative at 904-296-1292.

**Limitation on Dollar Amounts of Transfers.** For security reasons, there are limits on the dollar amounts of withdrawals or transfers you can make. Usually, the withdrawal limit is \$300 per day.

**Business Days.** Our business days are Monday through Friday. Holidays are not included. Of course, our terminals, merchants and other businesses are open at times other than the business days of our credit union.

**Summary of Your Liability for Unauthorized Transfers.** Tell us at once if you believe your card(s) or personal identification number (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(s). If you tell the credit union after learning of the loss or theft of your card, your liability for unauthorized Visa card transactions is zero (for ATM transactions your maximum liability is \$50). For other unauthorized uses of your card or if you do not tell the credit union within two (2) business days after you learn of the loss or theft of your card, your maximum liability is \$50 (up to \$500 if you notify the credit union after two (2) business days). If we determine that you have been grossly negligent or fraudulent in the handling of your account or card, your liability may increase.

Also, 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. If you believe your card(s) or personal identification number has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (904) 296-1292 or write: **Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246.**

**Service Charges.** There is no cash withdrawal fee for transactions at Alive Credit Union owned ATM machines when using your Alive Credit Union card. At non Alive Credit Union ATMs, the first 5 withdrawals per month are free, and there is a \$1.00 charge for each cash withdrawal thereafter. There is a \$1.00 fee for each transfer between accounts and for each account inquiry. Each account affected by the transaction use of your Visa debit card will be subject to the regular service charge imposed for that specified account. Additionally, if you have an existing overdraft credit line or open end loan account attached to your checking account, any overdrafts shall be subject to "Finance Charge" in accordance with the terms of the applicable agreement.

**Summary of Your Right to Receive Documentation of Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our "ATM" terminals. You will receive a credit slip from merchants or other businesses accepting the card. You will get a monthly account statement (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly.

**Summary of Alive Credit Union's Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for your losses for damages as required by Federal law. However, there are some exceptions we will not be liable for. For instance, if:

- Through no fault of ours, you don't have enough money in your account to make transfer;
- The transfer would go over the credit limit on a loan;
- The ATM terminal where you are making the transfer does not have enough cash;
- The ATM terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- The funds in your account are subject to a court order or other restriction preventing the transfer;
- There may be other exceptions stated in our agreement with you.

---

## Circumstances Under Which We Will Disclose Account Information to Third Parties

Alive Credit Union will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers;
  - In order to verify the existence, conditions of your account for a third party such as a credit
-