

This Agreement is the Contract which covers your rights and our responsibilities concerning the America's First Federal Credit Union Check Card. In this Agreement, the words "you" and "your" mean each person who signs this Agreement. The "Card" means an America's First Federal Credit Union Check Card. The words "we", "us", and "our" mean America's First Federal Credit Union. The word "Account" means your share draft or checking account with America's First Federal Credit Union.

- 1. By signing this Agreement, you are requesting that we issue you an America's First Federal Credit Union Check Card. The Card may be used to make Point of Sale transactions, transfer funds between accounts, make deposits, make loan payments or withdraw cash from various accounts. The use of the Card is subject to the terms and conditions set forth in your original account agreement entered into at the time you opened the account, and by the additional terms and conditions set forth in this Agreement. You must have a personal identification number ("PIN") to use the Card to make Point of Sale transactions or at Automatic Teller Machines ("ATM"s). You understand that the Card is the property of the Credit Union and must be returned to us on demand.
2. You agree that the Card remains the property of America's First Federal Credit Union, and may not be transferred or assigned to anyone, and must be surrendered upon demand. We may terminate or cancel your Card at any time. We may give you notice of the termination or cancellation, but we are not obligated to do so. You may terminate or cancel the use of your Card by giving written notice and returning the Card(s) to us at 1200 4th Avenue North, Birmingham, Alabama 35203. Your written notice of termination or cancellation will become effective no later than the end of the first business day following our actual receipt of your notice. Your termination or cancellation will not affect the liability incurred by you prior to termination or cancellation.
3. You will be issued a PIN to access your accounts with your Electronic Funds Transfers. The PIN is provided for your security and should remain confidential. You are responsible for maintaining the secrecy of your PIN. By giving your PIN to another person, you take full responsibility for any transactions made by that person or by anyone else to whom that person gives the PIN until you notify us to cancel your Card and reissue a new Card and PIN. If you fail to maintain the security of the access Code and the Credit Union suffers a loss, we may terminate your EFT services immediately.
4. Your Card will only be used for the type of transactions, and to have access to only those accounts that we have approved in advance. If through some error the use of your card with the System permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.
5. If your Card is lost or stolen you must call us immediately at 1-866-673-6571.
6. You will not be liable for any Card transaction resulting from an unauthorized transaction. Such limitation of liability does not apply when the Card is used to make an Electronic Funds Transfer. See page 2 of this Agreement for your rights and our responsibilities for Electronic Funds Transfers.
7. You may use your Card to make purchases from merchants or to obtain cash advances from merchants or financial institutions who honor the Card. Any such purchases or cash advances will be drawn against your share or share draft account at America's First Federal Credit Union in U.S. Dollars. Each transaction that you make using the Card will be reflected on your monthly share or share draft statement. The monthly statement will identify the merchant, electronic terminal or financial institution where the transactions were made. You must retain copies of sales or cash advance receipts that are received at the time the transaction is made in order to verify the transaction. You understand and agree that we may post withdrawals in any order that we determine, and we may pay Card purchases and cash advances before we pay any outstanding share drafts. You further understand and agree that you may not issue a stop payment order on any purchase or cash advance made by using the Card. You may have the right to issue a stop payment on a recurring entry in some circumstances.
8. If the Card has an associated checking account, you understand and agree that the Card may be used to make purchases and cash advances, up to the lesser of: (a) your account balance or (b) \$2,500 per day. Merchants and others who honor the Card may give credit for returns or adjustments. Any such credits and adjustments will be transmitted to us, and we will make the appropriate adjustment(s) to your account.
9. You may make an unlimited number of ATM withdrawals in one day up to a maximum of \$500.00 per day if there are sufficient funds in your account.
10. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of a discrepancy between a written receipt or deposit slip, will be the amount the Credit Union finds in the envelope used to make the transaction. Any deposit or payment transaction received by 2:00 p.m. on any Credit Union business day will be posted to your affected account(s) on that business day. System transactions received after 2:00 p.m. will be posted on the next regular Credit Union business day. You further agree that credit for checks and other drafts will be given when we collect the item. If we cannot collect the amount of a non-cash item, that amount will be deducted from your account or charged to a loan.
11. You understand that the Card(s) issued pursuant to the Agreement may be used to access any open-end credit plans, which are established on your account, and are subject to the terms and conditions of the applicable open-end Loan agreement(s), including a FINANCE CHARGE. You agree that all sums obtained by the use of the Card which are not charged against a draft account or share account shall be deemed to be an advance of cash pursuant to the above mentioned open-end credit plan(s) and that the date of such advance will be the date that any such sums were received by use of the Card(s).
12. If you make a transaction in a foreign currency, it will be converted into a U.S. Dollar amount. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date, plus 1%.
13. You understand that even though your account may have a balance sufficient to cover a requested Card Transaction, you recognize that electronic terminals, merchants, financial institutions and others who accept the Card, may not be able to determine your actual account balance. Accordingly, we are not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card transaction, or for their retention of the Card.
14. We have no obligation to monitor how your Card is used or notify you if we notice any unusual activity with regards to any of your accounts, which may be accessed by use of your Card. If we do, however, notice unusual use of your Card, we may try to contact you to verify the transactions. If we do not reach you for verification, we may choose to terminate or cancel the use of your Card and/or invalidate or capture the Card(s). If we do in fact terminate the use of your Card(s), you may contact us at our administrative office to request that the Card(s) be reactivated.
15. The use of the Card is also subject to the terms and conditions of your Share account, Share Draft account, Loan Promissory Note which includes a Finance Charge, and any other applicable agreement for the account which the Card may access under the terms and conditions of this Agreement.
16. You understand and agree that the Card may not be used to overdraw the available balance in an account or to exceed any established line of credit that you may have with us. In the event that an overdraft occurs or a line of credit is exceeded, you agree to reimburse us immediately. You further understand and agree that we are under no obligation to pay any amount which would overdraw your account, but may at our sole option, choose to do so. Any such overdrafts will be governed by the account agreement that was originally signed by you.
17. You understand and agree that we may, at our sole option, pay any debit or other payment that is insufficient from available funds in other accounts you have at America's First, including accounts which may not be jointly owned, or from any available individual or joint line of credit.
18. You agree that you will not use the Card to perform an illegal transaction. If you use the Card to perform an illegal transaction, we may terminate your use of the Card and you agree to indemnify us for any losses suffered as a result of your illegal activity.
19. You agree that we are not responsible for providing security guards or other security measures at our cash terminals or any affiliated Network terminals.
20. If we are forced to institute a suit against you as a result of any breach of this Agreement by you, or as a result of an overdraft, you agree to pay any costs that we incur in collecting it, including reasonable attorney's fees if the debt exceeds \$300.00.
21. You understand and agree that we reserve the right to amend this Agreement by giving you advance written notice as required by applicable law. Your continued use of the Card will indicate your acceptance of any such amendments.
22. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable Federal law.
23. Any delay by us in enforcing our rights under this Agreement shall not be deemed to be a loss or waiver of that right. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another.
24. If any provision of this Agreement is deemed invalid, the remainder of this Agreement shall remain in full force and effect.
25. By signing below, you acknowledge the receipt of a copy of this Agreement and the disclosure on Page 2.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Driver's License No.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Driver's License No.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Audited By

**REGULATION E DISCLOSURE STATEMENT**  
**YOUR ACCESS DEVICE AND ELECTRONIC FUNDS TRANSFERS**

**ACCOUNT ACCESS:** The Card that you have been issued is an accepted access device which permits you to make the transactions listed below at any one of our ATM Terminals, or any of our affiliated ATM Network terminals which we may belong. When used with your PIN the Card will allow you to initiate any of the following transactions, provided the accounts have been established and authorized for use. You may make:

- |                                    |  |
|------------------------------------|--|
| -Deposit to Savings*               | -Transfer from Checking to Loan          |
| -Deposit to Checking*              | -Withdrawal from Savings                 |
| -Transfer from Savings to Checking | -Withdrawal from Checking                |
| -Transfer from Checking to Savings | -Advance on Loan with Separate Agreement |
| -Transfer from Savings to Loan     | -Make retail Purchases and Cash Advances |

\*Your deposits can only be made at an America's First Federal Credit Union ATM Terminal.

**LIMITATIONS OF FREQUENCY OF TRANSFERS:** For security reasons, there are limits on the number of transfers you can make using various ATM terminals.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:** For security reasons, there are limits on the dollar amount of transfers you can make on various ATM terminals and point of sale purchases.

**BUSINESS DAYS:** Our business days are Monday through Friday. Holidays are not included. The ATM terminals are available 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 or PIN has been lost or stolen. Telephoning is the best way of keeping possible losses down. 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, you may not get back any money you lost after the sixty (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 or PIN has been lost or stolen or that someone has transferred money from your account without your permission call (205) 320-4000 or 1-800-633-8431 or write us at America's First Federal Credit Union, Post Office Box 11349, Birmingham, Alabama 35202.

**SERVICE CHARGES:** Currently, there is no service charge to obtain a Check Card, but we reserve the right to impose a fee at a later date. However, there is a fee for transactions performed on terminals that we do not own. If the Card is replaced or reissued, you will pay a reissuance fee. However, each account affected by the transaction use of your Card will be subject to the regular service charge imposed for that specific account. Additionally, if you have an existing overdraft line of credit attached to your checking account, any overdrafts shall be subject to FINANCE CHARGES in accordance with the terms of the overdraft 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 an ATM terminal. You will get a monthly account statement (unless there are no transfers in a particular month). In any case, you will get a statement at least quarterly.

**SUMMARY FOR 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 the correct amount according to our agreement with you, we will be liable for your losses from damages as required by Federal Law. However, there are some exceptions. We will not be liable for, for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the transfer would exceed the credit limit on a loan;
3. If the ATM terminal where you are making the transfer does not have enough cash;
4. If the ATM terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
6. If the funds in your account are subject to a court order or other restriction preventing the transfer;
7. There may be other exceptions stated in our agreement with you.

**CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES:** The Credit Union will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfer;
2. In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

**SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:**

In case of errors or questions about your electronic transfers, telephone us at (205) 320-4000 or 1-800-633-8431 or write us at America's First Federal Credit Union, Post Office Box 11349, Birmingham, Alabama 35202, 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 sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. 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. 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 determine whether an error has occurred 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 (20 business days if your account has been open for 30 days or less) (5 business days if the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM unless we determine that circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale debit card transaction, or (3) a transaction occurring within the first 30 days after a deposit to a new account, a 90 day investigation period in place of 45 days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days of our request, we may not credit your account.

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

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