

VISA® Debit Card, ATM Card and Electronic Funds Transfer Agreement and Disclosures

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Effective July 2012
Catalog Control #12258306

This Agreement defines your and the Credit Union's rights and responsibilities with respect to your Card/Access device and transactions. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card/Access device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.

Types of Electronic Funds Transactions: The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

- **Automated Teller Machines (ATMs):** The Credit Union may issue you an ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your ATM card at the Credit Union's ATMs to:
 - Withdraw cash from the account(s) designated in your application
 - Inquire on the balance in the account(s) designated in your application
 - Transfer funds between the account(s) designated in your application
- **Debit/Point-of-Sale Transactions:** If we approve your application for a ATM or VISA Debit Card you may use your Card/Access Device to purchase goods and services at point-of-sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your primary checking account. Subject to certain limitations, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available credit under your applicable overdraft line of credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. **NOTE: Cards designated as ATM cards may or may not be used at POS or other non-ATM terminals.**
- **Non-sufficient Funds Transactions:** If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as non-sufficient funds transactions or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be in the Credit Union's sole discretion.

General Rules for Using Your Card/Access Device: You acknowledge and agree to the following:

- Your Card/Access Device is for your personal use only. You agree not to allow another person to use your Card/Access Device
- You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Card/Access Device. You are responsible for all transactions made by you or anyone else who uses your Card/Access Device with your knowledge and consent. You are also responsible for unauthorized use of your Card/Access Device to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Card/Access Device is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible for maintaining your Card/Access Device with maximum security

- You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Card/Access Device, the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Card/Access Device
- You acknowledge that your Card/Access Device remains the Credit Union's property and agree to surrender it to the Credit Union or its agent upon demand or through retrieval by any other method
- You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You and any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device
- A Card/Access Device may be issued to any member or joint owner when qualified under the rules, regulations, and bylaws of the Credit Union. Only one Access Device may be issued to each member or joint owner
- If your Card/Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Any replacement issued by us will be at the cost set forth in the Rate Schedule, which you agree to pay
- The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law
- The Credit Union reserves the right to add or delete ATM or other electronic terminal locations or other electronic banking devices as it deems necessary
- You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Card/Access Device issued by the Credit Union, and you agree to assist the Credit Union in such efforts
- The Credit Union reserves the right to make any changes in the daily withdrawal and/or number of use limits as it deems necessary
- The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Card/Access Device
- The Credit Union cannot stop payment on any point-of-sale transaction

Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your Card/Access Device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to US dollars. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for

the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

You agree that, by acceptance or use of your Card/Access Device or other Electronic Funds Transfer Services, the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.

You will not obtain any Card/Access Device to make transactions on your accounts with us that is not issued or approved by us.

Merchants and others who honor the Card/Access Device may give credit for returns and adjustments, which they will do by initiating a credit with us and then we will credit that amount to your account.

You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all Cards/Access Devices if you close your account or upon our request.

Making ATM Transactions: Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card, together with the input of your PIN, constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union. **NOTE: The Credit Union does not accept deposits at its ATM facilities.**

Termination and Amendment: The Credit Union reserves the right at any time to terminate your ability to make transactions and to retrieve or ask for the immediate return of any Card/Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union’s share account records. It is your obligation to provide your correct addresses to the Credit Union.

Access Device Revocation: Any Card/Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as a result of insufficient or uncollected funds on an account
- Any transaction which results in a monetary loss to the Credit Union
- Loan, VISA credit card or other delinquency with the Credit Union
- Forced closure of a share or share draft account
- Special balance requirements, if any, are not maintained by you
- Any other situation in which the Credit Union deems revocation to be in its best interest

Transaction Fees: You are allowed to initiate transactions at any terminal, ATM or other access means owned by the Credit Union or any Network(s) we subscribe to. You may be charged certain transaction and other fees as set forth in the Fee Schedule, which will be automatically debited from your share or checking account. The Credit Union reserves the right to establish and maintain transaction fees and charges which may be modified from time to time. **Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a “surcharge.” This is not a**

fee charged by your Credit Union; however, any such fee will be paid from your account.

Transaction Limitations: With your Card/Access Device you may conduct purchase transactions up to \$2,500 daily, with a maximum cash limit of \$300. **[If your Card/Access Device is associated with or tied to an Alternative Checking account, you may conduct purchase transactions up to \$750 daily, with a maximum cash limit of \$300.]** Other limitations may apply if the network or conducted transaction is not “on-line.” Other limitations, such as frequency of card use and number of times used, may also apply to protect you and the Credit Union.

Liability for Failure to Make a Transaction: If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction, through no fault of ours
- The transaction goes over the credit limit on your overdraft line
- The terminal where you were making the transaction does not have enough cash
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken
- You have not properly followed instructions for operation of the ATM or system
- The funds in your account are subject to legal process or other similar encumbrance
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device

In Case of Errors or Questions about Transactions: In case of errors or questions about your electronic transfers, call or write us as stated in this Disclosure immediately. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number
2. Describe the transfer you are unsure about and include to the extent possible the type of transaction, the transaction date 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 ten (10) business days, at the address listed in this Agreement and Disclosure.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days after providing the provisional credit, with the amount you think is in error and the date, so that you will have the use of the money during

the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for VISA Debit Card Transaction: If you believe a VISA Debit Card transaction was unauthorized, we will recredit your account within five 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 in writing, we need not recredit your account or we may reverse any credit previously made to your account until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

Your Liability for Unauthorized Transactions: Tell us AT ONCE if you believe your Card/Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an Electronic Funds Transfer (EFT) service under this agreement. If you permit other persons to use an EFT service or your Card/Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Debit Cardholders: If there is an unauthorized use of your VISA Debit Card or an Internet transaction and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial/business cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines—based on substantial evidence—that you were grossly negligent or fraudulent in the handling of your account or Card/Access Device. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, when you tell us within two (2) business days, you can lose no more than \$50 if someone uses your Card/Access Device and PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card/Access Device or PIN and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized transaction.

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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card/Access Device or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your

permission, you must call or write us at one of the Credit Union location(s) noted in this Disclosure.

Special Notice Regarding Your VISA Debit Card and NON-VISA Debit Transactions: You may use your Card/Access Device without a PIN for certain transactions through a PIN-Debit network (which is a NON-VISA network) such as ACCEL/Exchange, Co-op, NYCE, Pulse, and STAR. Provisions of the Electronic Funds Transfer Agreement do not apply to transactions processed through PIN-Debit networks. To initiate a VISA debit transaction you may sign a receipt, provide a card number over the phone or Internet, or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a VISA network. Ask the merchant before processing your transaction if you are unsure.

Please refer to the liability section, which follows, regarding terms and conditions—only transactions applicable to VISA network transactions are subject to VISA’s limited loss liability provisions.

Legal Transactions: You may only use your Card/Access Device for transactions that are legal. For example: Internet gambling transactions may be illegal in your state. The display of the Visa logo by an on-line merchant does not mean that an Internet transaction is legal where you reside. The credit union will not be liable if you or those you authorize to use your Card/Access Device engage in an illegal transaction.

Change in Terms: We may modify this Agreement from time to time upon mailing notice to you at the mailing address or email address on our account records. Such change shall become effective no later than 21 days after the date of such mailing or posting. In the event we determine that an immediate change is necessary to maintain or restore security of any account, service, or system we manage, then we may make the necessary change without advising you in advance.

Reporting A Lost Card/Access Device or PIN: If you believe that any Card/Access Device or PIN has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us at the Credit Union location(s) noted in this Disclosure. **If you recover your Card/Access Device after you have notified us, DESTROY IT—DO NOT USE IT.**

Should you lose your card while in the contiguous United States, you may call us at 864-235-6309 or toll free at 800-336-6309 and follow the touch-tone prompts to report its loss.

When Traveling: Because Card/Access Device fraud continues to increase at an alarming pace, the Credit Union takes extensive measures to minimize and prevent fraud. There are precautionary measures that you should take as well.

- Notify the Credit Union of extensive domestic and/or international travels
- Inquire about potential international fraud blocks you may have to deal with
- Test your card to confirm that you have the valid PIN
- Verify that your card will not expire while traveling
- Carry alternative payment methods
- Do not pack all payment methods together
- Remain observant for pickpockets
- Photocopy all cards and/or traveler’s cheques, front and back, and keep copies on hand

Should you lose your card while traveling abroad, call the following number collect to report its loss: 973-682-2652

NEVER WRITE YOUR PIN ON YOUR CARD AND DO NOT STORE YOUR PIN AND CARD TOGETHER IN THE SAME LOCATION.