

ACU VISA® DEBIT PREPAID CARD CARDHOLDER AGREEMENT

TERMS & CONDITIONS

IMPORTANT - PLEASE READ CAREFULLY

This Agreement is effective as of June 2019.

The ACU Visa® Debit Prepaid Card is subject to the following Terms and Conditions ("Cardholder Agreement" or "Agreement") in accordance with applicable law. Please read this Agreement carefully and keep it for future reference. By accepting and using, or allowing another person to use, this Card, you agree to be bound by the terms and conditions contained in this Agreement with America's Credit Union, a Federal Credit Union (ACU). If you do not agree to these terms, do not use the Card, save your receipt, and cancel the Card by calling us at 1.866.910.4750.

Write down your Card number and the customer service phone number, **1.866.910.4750**, on a separate piece of paper in case your Card is lost, stolen, or destroyed. Always keep your account number and PIN in a secure location separate from your Card. You can activate your Card, add deposits from your ACU debit or credit card, get your current balance, transaction history and view and print your statements at no charge at www.youracu.org/prepaid.

A. Definitions

ACU VISA® DEBIT PREPAID CARD. This is a prepaid, reloadable stored value card. It is not a credit card and is only an insured deposit account by NCUA if you are a member of ACU. This Card is issued by America's Credit Union and licensed by Visa U.S.A., Inc.

Authorized User. Means any person authorized by you to use the Card.

Available Balance. Means the balance in your Account less the amount of any previously authorized transactions or withdrawals from your Account which are pending plus the amount of any disputed transactions while the dispute is pending.

Card. Means the ACU Debit Prepaid Card or the account number printed on the face of the Card.

Card Program. Means the Card related services marketed and made available to you, subject to the terms and conditions of this Cardholder Agreement.

Issuer. Means America's Credit Union, a Federal Credit Union, which may also be referred to as "**ACU**," "**Financial Institution**," "**we**," "**our**," or "**us**," as issuer and owner of the Card.

Transaction. Means a request by you (1) to withdraw cash or obtain information about the amount of unused value remaining on the Card at an ATM; (2) to purchase or lease goods and services at a retail merchant location using the Card, which is authorized or denied by the Financial Institution; (3) or to withdraw cash through a cash advance at a financial institution.

You and Your. Means the person who requested issuance of the Card and the person whose name appears on the face of the Card or their legal representative.

B. General Information

- USA Patriot Act.** To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

2. **Personalized Card.** Upon approval you will be issued a Personalized Card with your name imprinted on the front of the card. Any Secondary Card you purchase will be personalized with the imprinted name of the Secondary Cardholder on the front of the Card. All ACU Visa Debit Prepaid Cards are imprinted with the Cardholder's name.
3. **Other Card Programs.** This Agreement applies only to your ACU Visa Debit Prepaid Card and does not apply to any card that we may issue for a different card program. Except as this Agreement may be amended from time to time, this is the only Agreement that applies to your ACU Visa Debit Prepaid Card and no other Agreement applies. If we issue a card to you for another card program, we will provide you a separate Agreement governing the card program.
4. **Minimum Balance Requirement.** There is no minimum balance.
5. **Interest.** There is no interest paid on the Account balance.
6. **Application Process.** You may apply online at www.youracu.org/prepaid. Your card will be mailed upon approval of your application. You authorize us to obtain and review your credit report with a credit reporting agency and make other inquiries of third parties that we consider appropriate to help us determine whether to open your Account.
7. **Credit Bureau Notice.** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer credit reporting agency if you fail to fulfill the terms of your obligations under this Agreement.
8. **Secondary Cards.** You may get up to one additional Card, which have the same functionality as your primary Card, except that it cannot be used to load money to the Card.

a. **Additional Terms if Secondary Cards Issued**

The following terms will apply if one or more Secondary Cards are issued:

1. **Secondary Card Use.** A Secondary Card may be used by a Secondary Cardholder in the same manner and to the same extent as the Primary Cardholder may use his or her ACU Visa Debit Prepaid Card, except that it cannot be used to add money to the Card. The Secondary Cardholder's name will be imprinted on the front of the Card.
2. **Full Access to Cardholder Transactional Data.** Each Primary Cardholder and Secondary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' ACU Visa Debit Prepaid Cards.
3. **Communications.** All communications to be sent or given in accordance with this Agreement may be sent to the address our records show for the Primary Cardholder only, in our discretion. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.
4. **Bound by all Instructions.** The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them, jointly and severally.
5. **Cancellation by Primary Cardholder.** A Secondary Cardholder's ACU Visa Debit Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided we are given a reasonable opportunity and a reasonable time period, as determined by us, to act on such request.
6. **Responsibility for Secondary Cardholder Transactions.** The Primary Cardholder shall be responsible for the ACU Visa Debit Prepaid Card usage, including any fees and charges, by any Secondary Cardholder, or any person authorized by any Secondary Cardholder as will the Secondary Cardholder, jointly and severally.

7. **Liabilities not affected by Disputes of Cardholders.** All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.
9. **Transferability and Assignment.** You may not transfer your Account or your Card. Furthermore, you may not assign, pledge or otherwise transfer your interest in the Account. You may not resell your card.

C. Account Usage and Limitations

1. **Deposits.** You may add funds to your card when you log-in at www.youracu.org/prepaid using your ACU credit or debit card to fund your deposit. (Only ACU credit or debit cards are accepted.) Or at our ACU branches or through any Visa ReadyLink location. You will find ReadyLink locations at a growing number of retail store locations such as Safeway, Albertsons, 7-Eleven and Wal-Mart. Visit the ReadyLink website for the nearest location <http://usa.visa.com/locators/readylink-locations.jsp>. The funds are available for withdrawal on the day we receive them. Deposit maximum dollar amount is \$5,000 per account and \$5,000 per day, but not to exceed 2 deposits in a 7 day period.
2. **Cards.** You can purchase a maximum of 3 Cards per order. The minimum initial deposit per card is \$1. The maximum initial deposit per Card is \$5,000, but in any event not to exceed \$5,000 maximum initial deposit amount per order.
3. **ATM Withdrawals.** You may use your Card to withdraw cash or perform a balance inquiry at any Automated Teller Machine "ATM" that displays the Visa, Interlink, PLUS, MAP, MONEYPASS or COOP symbol up to \$500 per day. However, the ATM owner may limit cash withdrawals to less than \$500 per day.
4. **Cash Advances.** You may use your Card to obtain cash at any of our branch offices, or other financial institutions, that accept Visa cards up to \$500 a day. However, the maximum aggregate amount for all cash withdrawals from ATMs, teller counters, and cash back from merchants is \$500 a day.
5. **Merchant Transactions.** You may use your Card to make purchases from any merchant who accepts Visa Cards up to \$5,000 per transaction. However, the maximum aggregate amount for all purchases and cash withdrawals is \$5,000 per day. You may set up recurring transactions if acceptable by the merchant. When you use your Card at a merchant, the merchant requests a preauthorization for the amount of the transaction. We will place a hold on your Account for three days or until the transaction posts to your Account. If the preauthorized amount does not match the amount of the settling transaction, the hold may not be released until the three days expire. When using your Visa prepaid card at a merchant where a tip may be included (such as at a restaurant), your transaction may be authorized for an additional 20% above your total bill. However, the tip amount is at your discretion. The actual amount processed to your card will not exceed the amount of the bill plus the tip added by you. In addition to restaurants, the types of merchants where a tip may be included are, among others, bars, taxis, beauty and barber shops, and health and beauty spas. When paying at the pump, simply insert your card and follow the instructions. If you are unable to complete the transaction at the pump, proceed inside and pay the attendant prior to pumping. Additionally, certain automated fuel dispensing merchants may place a preauthorized hold of \$100 on your Account prior to permitting you to dispense fuel. These preauthorizations may cause your Card to be declined.
6. **Foreign Currency Transactions.** A Foreign Transaction fee, as listed in the Schedule of Fees, will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International will convert the transaction into U.S. dollars by using their own currency conversion procedures. Either the rate will come from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself received, or the government-mandated rate in effect for the applicable central processing date, in each instance. The exchange rate used may differ from the rate on the date of your transaction. An international transaction is a transaction where the card issuing financial institution's country is different from the merchant's country, thus a transaction over the Internet could qualify as an international transaction.

7. **Illegal Transactions.** You may not use your Card for illegal transactions such as, but not limited to, internet gambling. Even if an Internet merchant accepts your Card it does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable card network rules. You also agree that if an illegal transaction is approved, that we may charge your Account and we are not liable to you if you perform an illegal transaction.
8. **Suspicious Transactions.** We may from time to time, restrict the use of your Card if we suspect irregular, unauthorized or unlawful activities may be involved with your Account while we investigate such activities. This may include, among others, the denial of transactions originating in certain foreign countries. Before traveling abroad contact your participating financial institution to determine if they have restricted transactions from the countries you will be visiting.
9. **Merchant Disputes.** If you use your Card at a merchant and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. We are not liable for any misrepresentations a merchant makes about the goods and services you purchase with your Card, or if the merchant refuses to accept your Card. We are not obligated to re-credit your card just because you request us to do so.
10. **Transactions Limited to Available Balance.** Transactions will be authorized up to your Available Balance. If your transaction will be greater than your Available Balance, tell the merchant at the start of the transaction. The merchant will require payment for the difference from another source such as cash.

D. Your Responsibility for Account Usage.

1. **Use of Card.** If you authorize someone else to use your Card and/or PIN, you will be responsible for any transactions initiated by such person with your Card and/or PIN. Transactions will be considered unauthorized only after you notify us, in writing, that the person is no longer authorized to use your Card. You are liable for the authorized or permitted use of your Card.
2. **Safeguarding PIN.** You agree not to disclose your PIN to anyone else or record the PIN on your Card.
3. **Compromised Card or PIN.** You agree to notify us promptly if you have lost your Card or believe the Card and/or PIN were obtained by an unauthorized person.
4. **Overdrafts.** There is no credit line associated with your Card. If you attempt to use your Card for more than the Available Balance, including applicable fees, we may decline the transaction. In the event that we authorize or settle a transaction for more than your Available Balance on your Card, you agree to pay us the overdrawn amount immediately, without further demand. We may deduct the overdraft amount from any current or future funds on this or any other Card you activate or maintain. In addition we may collect the overdraft amount from any deposits and interest in any joint or individual accounts you have with ACU now and in the future.
5. **Statement Review.** You agree to promptly review your statement each month and to notify us at the address or phone number below at once if your statement shows transactions you did not authorize. See section I for procedure for making a claim.

E. Documentation of Transactions.

1. **Transaction Receipts.** You will receive a receipt at the time of a transaction performed at an ATM or POS terminal.
2. **Monthly Statement.** You will receive a monthly statement each month your Account is open. The statement will include the transactions you authorized, your deposits, fees assessed and any adjustments made to your account.
3. **Statement Delivery.** Your statement will be made available to you electronically through our website www.youracu.org/prepaid. You will be notified via e-mail when your statement is available, if you provided a valid e-mail address when you registered your card. For an additional fee, your statement can be faxed to you. In addition to the statement fee you may be assessed a fee to reach a Customer

Service Representative. Refer to the Schedule of Fees below for the fee amounts. You agree to notify us if your e-mail or mailing address changes by contacting us at the address or phone number below.

F. Schedule of Fees.

1. **Terminal/ATM Fees.** When you perform a balance inquiry or make a cash withdrawal at certain terminals/ATMs, the terminal/ATM owner may charge you a "convenience fee" or "surcharge fee" for using their device. If the owner does charge such a fee, you will be notified of the amount of the fee prior to completing the transaction.
2. **We reserve the right to change the amount of fees upon 30 days prior notice to you.**

Payment of Fees. You agree to pay all fees listed below. Fees will be deducted from your Account Balance as they occur.

Schedule of Fees

Card Purchase Fee	\$4.95
Card Purchase Express Delivery Fee	\$30.00
Inactive Account Fee	\$5.00 per month, beginning with the thirteenth consecutive month of inactivity.
Lost/Stolen Card Replacement Fee	\$5.00
Replacement Card Fee	\$5.00
Replacement Card Express Delivery Fee	\$30.00
Voice Response Unit (VRU)	\$1.00 after second call in a month. You may receive your Balance and Transaction History at the Website www.youracu.org/prepaid for free.
Customer Service Response	\$2.50 after second call in a month.
Paper Statement Print and Mail Fee	\$5.00
International Single and Multiple Currency Conversion Fee	3% of each transaction in U.S. dollars including credits and reversals.
Visa ReadyLink Fee	\$0.50 in addition the ReadyLink Provider will charge a fee—check in advance for the amount.
Card Closure and Check Issuance Fee	\$15.00 is charged when your Card is deactivated and a check is issued for the remaining funds. You can save time and money and avoid paying this fee by using any remaining balance by making POS or online purchases, ATM withdrawals, etc.

G. Preauthorized Transactions.

1. **Stop Payments.** If you have arranged for a merchant or business to initiate a preauthorized or reoccurring transaction you should contact them directly three days before the payment is scheduled to come out of your account to stop payment. If the payment continues call us at 1.866.910.4750 or by writing to Visa Cardholder Services Center, Dispute Processing, P.O. Box 636001, Highlands Ranch, CO 80163-6001 in time for us to receive your request three business days or more before the payment is

scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call. Refer to the Schedule of Fees above for any possible fees.

2. **Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and the dollar amount.
3. **Our Liability.** If we receive your order instructing us to stop a preauthorized transfer, in writing, three days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your actual losses only.

H. Your Liability for Unauthorized Transactions.

1. **Notification.** Notify us AT ONCE if you believe your Card has been stolen, lost or you believe that someone may use or has used the PIN assigned to your Card without your consent or authorization. Telephoning is the best way to reduce your potential losses, but you need to follow-up with us in writing. You may risk losing all the money in your Account through an unauthorized transfer. If your Account statement shows a transaction that you did not make and/or authorize, advise us at once. If you do not advise us within sixty (60) days after the Account statement was mailed or made available to you, you may not receive any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time or if the delay has otherwise prejudiced us. If a good reason, such as a hospital stay, keeps you from informing us of an unauthorized transaction, we may extend the relevant time periods.
2. **Telephone Number and Address for Notification Purposes.** If you believe your Card or PIN has been lost, stolen or you believe that someone may use or has used the PIN assigned to your Card, notify us at **Telephone:** 1.866.910.4750 Available 24 hours a day **Write:** Visa Cardholder Services Center, Dispute Processing, P.O. Box 636001, Highlands Ranch, CO 80163-6001 **Fax:** 1.303.389.7324.

I. Error Resolution Procedures.

1. **Notification.** If you think your Account statement or transaction receipt is wrong, or if you need more information about a transaction call us **1.866.910.4750** or write us at Visa Cardholder Services Center, Dispute Processing, P.O. Box 636001, Highlands Ranch, CO 80163-6001. We must hear from you no later than sixty (60) days from receipt of your Account statement on which a problem or error appeared. You must give us the following information:
 - a. Your name and Card number.
 - b. Description of the error in the transaction you are questioning and a detailed explanation of why you believe it is an error or why you need more information.
 - c. The exact dollar amount of the suspected error.
2. **Our Investigation.** We will inform you of the results of our investigation within ten (10) business days after we hear from you. However, if we need more time to make a determination, we may take up to forty-five (45) calendar days to investigate. If we opt to take forty-five (45) days, we will re-credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of such money during our investigation. In the case of foreign-initiated transfers or point-of-sale transactions, the applicable time period in this paragraph shall be ninety (90) days in place of forty-five (45) days to investigate if a re-credit is given. If the error involves a new Account, a claim made within thirty (30) calendar days after an Account is opened, the applicable time period in this paragraph shall be twenty (20) days in place of ten (10) days to investigate and re-credit your Account; and ninety (90) days in place of forty-five (45) days to investigate if a re-credit is given. If we ask you to mail a written complaint or question and we do not receive it within ten (10) days of such request, we may not re-credit your Account. We will transmit the results of our examination and investigation to you within three (3) business days after concluding our investigation. You may ask for copies of the documents upon which we relied in making our determination. If we determine there was no error and we had previously re-credited your Account, we may debit such amount upon transmitting the requested

documentation, information or clarification to you. If we determine an error has been made, we shall correct the error and notify you of such correction within one (1) business day after our determination.

J. Disclosure of Account Information to a Third Party

Information will be disclosed to third parties about your Account or the transfers you make under the following conditions:

1. When it is necessary for completing requested transaction.
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders and subpoenas.
4. If you give us your written permission.
5. As otherwise required or permitted by law or government regulation.

K. Additional Terms and Conditions.

1. **Business Days.** Our business days are Monday through Friday, with the exception of legal holidays and closings required by circumstances beyond our reasonable control.
2. **Credit Union Lien and Security Interest.** You pledge as security for this ACU Debit Prepaid Card all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with ACU now and in the future. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your ACU accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with ACU to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. **The statutory lien and /or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.
3. **Cancellation.** We are not, under any circumstances, obligated to reissue a lost or stolen Card or PIN. We may, without prior notice, cancel or invalidate your Card at any time, and may at our option cancel this Agreement. If we cancel your Card, you remain liable for whatever you owe us as a result of the use of your Card. You may cancel your Card by calling 1.866.910.4750. If a balance remains in your Account when it is closed, a check will be issued upon request, and the applicable fee deducted. See the Schedule of Fees above.
4. **Governing Law / Severability.** This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Washington. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of the Agreement.
5. **Garnishment and Other Legal Process.** Your Account may be subject to garnishment, attachments, levies, support orders, court orders, subpoenas, discovery or other legal process. We are required to comply with any legal process we receive in connection with your Account. You agree to hold us harmless from any claims arising as a result of our complying with any legal process.
6. **Recording.** You agree that we may record any telephone conversation with you regarding your Account.
7. **Collection Fees.** We are entitled to recover from you our reasonable legal and paralegal's fees in connection with any action brought by us to enforce this agreement or in defense of our rights under

this agreement or by law. By using the Card, you are agreeing to the terms of this agreement, as are any users of the Card.

8. **Entire Agreement/Change of Terms.** This Agreement and other statements and documents described herein pertaining to the Account constitutes the sole and entire agreement between you and the Financial Institution. Notice will be provided before the terms of this Agreement are changed. **However, we reserve the right to change these terms and conditions upon thirty (30) days prior written notice to you.**

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (by noting your planned withdrawal in your records) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account histories that you look up on the website.
4. Don't lend your ACU Visa Debit Prepaid Card to anyone.
5. Remember, do not leave your ACU Visa Debit Prepaid Card at the ATM. Do not leave any documents at a night deposit facility.

Protect the secrecy of your Personal Identification Number (PIN). Protect your Reloadable Debit as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Reloadable Debit or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.