



Debit Card Agreement

This Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the Debit Card services offered to you by Five Star Credit Union ("Credit Union"). In this Agreement, the word "you" and "yours" mean those who sign the application or account card as applicants (member), joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. The word "Card" means the Debit Card and any duplicates, renewals or substitutes we issue to you. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described below. By signing an application or account card for Debit Card services, signing your Card, or using any service, each of you jointly and severally agrees to the terms and conditions in this Agreement and any amendment for the Debit Card services offered. If approved, you may conduct any one or more of the Debit Card services offered by the Credit Union.

1. Debit Card. You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to over Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount and there is not an overdraft protection plan that transfers the necessary funds from another account or loan account, we will not pay the amount and may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- * Make deposits to your savings and checking accounts in Automatic Teller Machines of the Credit Union.
- * Withdraw funds from your savings and checking accounts.
- * Transfer funds from your savings and checking accounts. * Obtain balance information for your savings and checking accounts.
- * Make loan payments from your savings and checking accounts.
- * Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods and services at merchants that accept VISA.
- * Order goods or services by mail or telephone from places that accept VISA.



NOTICE. To do transactions involving a savings account you must have an active checking account at the Credit Union.

The following limitations on the frequency and amount of Debit Card transactions may apply.

* Debit Card purchases are limited to 15 transactions or a maximum of \$2,500.00 per day.

* There is a limit of 10 transactions or a maximum of \$500 in cash withdrawals you may make in any one day from an ATM machine.

2. Conditions of Debit Card Services.

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Security of Access Code. You may use your access code with your Debit Card. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping of your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the Credit Union suffers a loss, we may terminate your Debit Card services immediately.

d. Joint Accounts. If any of your accounts under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement, and along and together, shall be responsible for all Debit Card transactions to or from any savings and checking or loan accounts as provided in the Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transactions permitted under this Agreement. Each



joint account owner is authorized to act for the other account owners. The Credit Union may accept orders and instructions regarding any Debit Card transaction on any account from any joint account owner.

3. Fees and Charges. There are certain fees and charges for Debit Card services. From time-to-time, the charges may be changed. We will notify you of any changes as required by applicable law. The following fees and charges will be deducted from your checking accounts as applicable.

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| * Balance inquiries | - \$ 1.00 |
| * Annual card fee of | - \$ 0.00 |
| * Replacement card fee of | - \$10.00 per card |
| * ATM withdrawals of | - \$ 2.00 |
| * POS (Point of Sale) transactions | - \$ 0.00 |
| * Account transfers | - \$ 2.00 |
| * Express Card Fee | - pass thru Fed Ex fees |

4. Member Liability. Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If a transaction is made with your Card or card number without your permission, and is either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or Card. Your liability for unauthorized use of your Card or account will be determined under the following paragraphs for transactions that are not VISA or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your account or Card.

If you tell us within two (2) business days, you can lose as much as \$50 if someone used your Card 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 and we can prove we could have stopped someone from using your Card without permission if you had told us, you may not get back any money you lost.

Also, if your statement shows transfers that you did not make, tell us to 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 has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

Monday-Friday, 7:30 a.m. – 5:00 p.m. CST 1-888-619-1711

After hours, weekends & holidays 1-855-847-2023

or write to: Five Star Credit Union P.O. Box 2028 Dothan, Alabama 36302

5. Right to Receive Documentation

a. Periodic Statements. Transfers and withdrawals made through any Debit Card transaction will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Transaction Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transactions with participating merchants.

6. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make;

* As necessary to complete transactions; or

* To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchants; or

* To comply with government agency or court orders; or

* If you give us your written permission.

7. Business Days. Our business days are Monday through Friday, excluding Federal holidays.

8. Credit Union Liability for Failure to Make Transactions. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:



- * For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.
- * If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transactions are held as collected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- * If you used your Card or access code in an incorrect manner.
- * If the ATM where you are making the transfer does not have enough cash