

Affinity Plus Federal Credit Union Visa® Debit Card Terms and Conditions

The purpose of these Terms and Conditions ("Agreement") is to establish the terms and conditions of Affinity Plus Federal Credit Union Visa® Debit Card ("Visa® Debit Card") access to one or more of your Affinity Plus Federal Credit Union accounts. In this Agreement, the words "I", "my", "you" or "your" mean each person who applies for or uses the Visa® Debit Card. "We", "us", "our" or "Affinity Plus" refers to Affinity Plus Federal Credit Union. The word "card" means your Visa® Debit Card and duplicates of said card. The word "account" (whether in singular or plural form) means any one or more share (savings), share draft (checking), Health Savings Account (HSA) or other share or deposit accounts you have with Affinity Plus that may be linked to each card.

1. **Availability.** If approved, the Visa® Debit Card is available to members in good standing, with an open Affinity Plus account.
2. **Usage.** When linked to a HSA account, the card is intended to be used by the HSA account owner to pay for qualifying medical expenses only.
3. **Point-of-Sale Transactions.** You may access your account to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed 25 card transactions per day or the available amount in your account.
4. **Automated Teller Machine ("ATM") Transactions.** You may use your Visa® Debit Card (not applicable for HSA accounts) to access your account at an ATM as follows:
 - You may withdraw up to \$1,000.00 per day.
 - You may make deposits to your accounts at certain Affinity Plus ATMs.
 - ATM transactions post to your account immediately. However, there is a 48 hour hold on deposits.
 - Any ATM fees are subject to the terms and conditions of your Affinity Plus account.
5. **Termination.** You may terminate this Agreement by contacting us. We may terminate this Agreement, including card capture, at any time without prior notice. Affinity Plus accounts, where a Visa® Debit Card has been issued, require two business days to close.
6. **Ownership.** The Visa® Debit Card remains the property of Affinity Plus and access to the card may be terminated or restricted at any time. This card is not transferable and your rights may be revoked at any time without prior written notice.
7. **Fees.** ATM Operator/Network Fees. 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 the transfer). Not applicable for HSA accounts
8. **Documentation.** Periodic Statements. If you have card transactions in the statement cycle, you will receive a monthly statement. You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. HSA account holders are reminded to keep all transaction receipts for tax accounting purposes at the end of the year.
9. **Financial Institution's Liability.** If we do not complete a transaction for you on time or in the correct amount, according to our agreement with you, we may be liable for your losses and damages. However, we will not be liable for direct or consequential damages in the following events:
 - If, through no fault of ours, the transaction amount exceeds your available account balance, or 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 doing the transaction does not have enough cash.
 - If the ATM was not working properly and you knew about the problem when you started the transaction.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your card, PIN, or any EFT facility for making such transfers. There may be other exceptions stated in our agreement with you.
10. **Confidentiality.** We may disclose information to third parties about your account or the transactions you make:
 - When it is necessary for completing the transaction; or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - When such disclosure complies with or is consistent with the law, a government agency, a court order, or Affinity Plus' Privacy Disclosure; or
 - If you give us written permission.
11. **Unauthorized transfers/Consumer liability.** Tell us IMMEDIATELY if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Please tell us by telephone at (800) 322-7228 to minimize your potential losses, as you are at risk to lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or PIN, you can minimize your loss to no more than \$50, if someone used your card or 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 or PIN, and we could have stopped someone from using your card or PIN without your permission if you had told us, you risk losing as much as \$500. Also, if your statement shows transfers that you did not make, including those made by your card, PIN, or other means, tell us immediately. 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 could have stopped someone from taking the money
12. **Right to Bring Civil Action.** You may bring a civil action against any person violating any provision of Minnesota Statutes Section 47.69 (governing consumer privacy and unauthorized transactions). If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs, and reasonable attorney's fees.
13. **Illegal or unlawful transaction.** You may not use your card for any illegal gambling or other illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

14. **Foreign transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
15. **Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card. Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.
16. **Reporting.** All transactions/debits will be reported to the Internal Revenue Service as a "normal" distribution at year end.
17. **Error Resolution Notice.** In case of errors or questions about your electronic transactions, call the telephone number and/or write to the address below as soon as possible. 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 sent the first statement on which the problem or error appeared.
 - Tell us your name, your member number, and Visa® Debit Card account number.
 - Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it was an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

If you contact us by telephone or in person, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you (twenty (20) business days if the transfer involved a new account). If we need more time, we may take up to forty-five (45) days (or ninety (90) days if the transaction involved a new account, a point-of-sale transaction or a foreign initiated transaction) to investigate your complaint or question, and we will credit your account within ten (10) business days (twenty (20) business days for a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

AFFINITY PLUS FEDERAL CREDIT UNION,
175 West Lafayette Frontage Road, St.
Paul, MN 55107 Business Days: Monday
through Friday, excluding holidays
Phone: (651) 291-3700 or (800) 322-7228 | Reporting your card and/or PIN
lost or stolen: (800)322-7228

Notice of ATM Facility User Precautions. As with all financial transactions, please exercise discretion when using an ATM. For your safety, the following suggestions may be helpful.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you to use the ATM facility, especially at night.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM. As soon as the transaction is complete, put the money away.
- If you notice anything suspicious at the ATM, consider using another ATM. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN number on your card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police.

