

Transaction Account Debit Card Agreement:

In consideration of Fortera Federal Credit Union issuing you a Debit Card, you agree to the terms of this agreement. You and Your(s) mean each person who is authorized to execute transactions at an ATM, point-of-sale device, or merchant location. We, us, and our(s) means Fortera Federal Credit Union or anyone to whom the Credit Union transfers its rights under this agreement. Transaction account means an account (except for savings) from which you can make withdrawals at a terminal or by check.

Debit Card Issuance

A Debit Card with our standard limits may be issued to the primary account owner, joint owner with full rights of survivorship, or those who have trust authority, provided this person has reached the age of 18. A debit card is available for members ages 13-17 with lower purchase and withdrawal limits. A Debit Card may not be issued to or used by an Additional Authorized Signatory, or to any person(s) authorized account access by a Power of Attorney. This means you cannot give your Debit Card to another person (even your spouse or parent) to withdraw funds from your account unless their name is listed as joint on the account.

Debit Card access may be granted when the member relationship includes a transaction account and meets other criteria. Based on account type or open date, the ability or frequency to make deposits by ATM or other remote access may be restricted. The ATM Operations & Access Card Policy, the Account & Service Fee Schedule, and the Member Service Agreement (MSA) Part 2, address fees and additional policies related to the Debit Card. Activation and/or use of the Debit Card constitutes acceptance and understanding of this agreement and Regulation E as described in this disclosure.

Issuance of Personal Identification Numbers (PINs)

If your Debit Card is issued in a branch, you will select your PIN at the time of issuance. If your Debit Card arrives by mail, you must call 800-448-8268 to select your PIN and activate your debit card. Your PIN should never be written on or stored with or in close proximity to your Debit Card.

The Personal Identification Number (PIN) is for security purposes and helps to protect access to the funds in your account. You agree the PIN is confidential and should NEVER be disclosed to anyone who is not an owner on the account. Be aware of your surroundings when entering your PIN at a merchant or ATM location.

Activation

If your Debit Card was issued in a branch, the card will be activated at the time of issuance. If your Debit Card arrives by mail, you will receive activation instructions with your card. If you choose not to activate and use your card, for the protection of your account, you should notify us by calling 931.431.6800 or 800.821.5891 and destroy your card by cutting it in four sections.

Types Of Debit Card Transactions Available*

- ATM balance inquiry
- ATM transfer of funds between accounts
- ATM cash withdrawals
- ATM deposits at Fortera-owned ATMs
- Advance on a line-of-credit at an ATM
- Purchase goods and services and/or obtain cash where permitted by the Merchant

Transfer Limitations for Debit Card:

Off Line: You may withdraw available funds up to a \$105 limit during the off-line period that you use your Debit Card. You may buy goods and services equal to available funds up to \$300 during the off-line period that you use the Debit Card in a point-of-sale transfer service. For debit cardholders ages 13-17, the off-line retail purchase limit is \$100 during the off-line period.

On Line: For security reasons, there are limitations on the dollar amounts of transactions. Cash withdrawals at an ATM are limited to \$605 per day. Point-of-sale transactions where a PIN is utilized and retail purchases with the Debit Card, including point-of-sale transactions where you do not utilize a PIN, are limited to \$2,500. There is no limit on the frequency of use of your Debit Card on terminals owned and operated by the Credit Union. For debit cardholders ages 13-17, the cash withdrawal and point-of-sale limit is \$105 per day, and the retail limit is \$200 per day.

Documentation of Transfers: You will receive a monthly account statement if there are EFT transactions on your account. Otherwise, you will receive a statement at least quarterly. Additionally, you can get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines or a point-of-sale terminal.

ATM 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 a funds transfer.

Other Transaction Restrictions: In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with the credit union. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. We may refuse to process any transaction that we believe may violate the terms of this Agreement. We also reserve the right to take preventative measures to protect your account and the credit union's assets against the potential risk of loss by declining authorization requests from time to time based on one or more criteria including geographic areas, merchants or transactions types that we believe may present a heightened risk of loss.

Credit Union Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to your instructions, we will be liable for your losses or damages.

However, there are some exceptions. For instance, we will not be liable for:

- If through no fault of ours, you do not have enough money in your account to make the transfer;
- If the ATM where you are making a withdrawal or transfer does not have enough cash or has suffered a machine malfunction;
- If you used the wrong PIN, or you used an ATM/POS (Point-of-Sale) in an incorrect manner;
- If circumstances beyond our control (such as fire or flood) prevent the transfer;
- If the money in your account is subject to legal process or other encumbrance;
- If your card has been revoked due to excessive insufficient fund transactions, notice from you of suspected fraud,

returned mail, or other such circumstances.

Funds Transfer Regulation E Disclosure Fortera Federal Credit Union Debit Card

The purpose of this disclosure is to make you aware of your rights and responsibilities with regard to your use of our Electronic Funds Transfer Services (hereinafter called EFTs or transfers). In order to protect your rights under Regulation E, your card must bear your signature.

Under no circumstances shall the Credit Union be liable for fees for alternative methods of withdrawal or damages where the error or failure is beyond our control and the Credit Union exercised due care, according to industry standards, or where there was a technical or mechanical malfunction.

Your Liability: Here's a summary of your liability for unauthorized EFTs: Tell us at once if you believe your Debit Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). For transactions authorized by signature, your liability is \$0 if reported within 60 days. For pinned transactions, and if you tell us within 2 business days, you can lose no more than \$50 if someone has used your Debit Card without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your Debit Card and we can prove that we could have stopped someone from using your Debit Card without your permission if you had told us, you could lose as much as \$500.

Tell us at once if your statement shows transfers that you did not make. If you do not tell us within 60 days after the statement has been made available to you, you may not get any money you lost after the 60 days as well as up to \$500 before the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) keeps you from telling us, we will extend the time period.

Notify us at once if your mailing address or email address changes or if you have not received your periodic statement. Failure to notify us of a change in your address may result in an interruption of access to your account through use of your Debit Card.

How to Notify Us: If you believe your Debit Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately at 800.264.5578. International callers may call collect to 701.461.0621. You may also write to Fortera Federal Credit Union, Attn: Card Services, 2050 Lowe's Drive, Clarksville, TN 37040-1620.

Error-Resolution Notice: In case of error or questions about your EFTs, call or write us as soon as you think your statement or receipt is wrong or you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. When you report, **YOU MUST:** 1) Tell us your name and member 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 and why you need more information; 3) Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or questions in writing within 10 business days. Any EFT investigation, whether initiated by you or the Credit Union, will render the Debit Card invalid until such time as the investigation has been completed

or closed. If the investigation results in a loss to the Credit Union, Debit Card privileges may be withdrawn.

We will tell you the results of our investigation 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 questions. If we decide to do this, we will credit your account within 10 business days ** for the amount you think is in error (5 business days for a transaction authorized by signature) so that you will have the use of the money during the time it takes to complete our investigation. We will not provisionally credit your account if you do not comply with our request to put your dispute in writing within 10 business days of a verbal notice of error, or if the alleged error involves an account that is subject to Regulation T of the Board of Governors of the Federal Reserve Systems (Securities Credit by Broker and Dealers, 12 CFR part 220). If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigations.

Cross Border Transactions: You can make transactions in currencies other than U.S. dollars. If you do, Mastercard will convert the amount of the transaction to U.S. dollars. Mastercard uses either (1) a rate Mastercard selects from the range of rates available in wholesale currency markets for the applicable central processing date, or (2) a rate set by a government for the applicable central processing date. The conversion rate may be different from the published rate in effect on the day that you made the transaction or that we posted the transaction to your Account.

Business Days: For purposes of this Agreement, our business days are Monday through Friday. Holidays observed by the Federal Reserve Board or other days we are closed are not considered business days. Time periods contained in this Agreement are Central Standard Time.

* *Your Debit Card may not be used to perform any transaction that is deemed illegal. Fortera Federal Credit Union shall not be held liable for your performing an illegal transaction, and any violation could result in termination of Debit Card privileges.*

** *If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.*

*** *If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 to investigate.*