VISA Classic Credit Card Agreement/Disclosure Statement

PLEASE RETAIN THIS DISCLOSURE FOR YOUR FUTURE REFERENCE.

(In this Agreement/Disclosure Statement the following words have the following meanings. The words "we", "us" and "our" refer to the Coastal Federal Credit Union. The words "you" and "Your" mean all of those who have signed the Application for the Classic VISA Card and those who sign, accept, use, retain or authorize the use of the Classic VISA Card. "Agreement" includes this Agreement/Disclosure Statement and Electronic Fund Transfer Service (EFTS) Disclosures. In addition, the following definitions apply: "Accounts" includes your regular share, checking account, money manager account, and Christmas Club account. "Card" means the Classic VISA Card issued to you by us. "Checks" mean "Cash Advance Checks": "Emergency Cash" means "Emergency Cash Disbursement Requests": "Check Cashing" means "Special Check Cashing Service".) "ATM" means automated teller machines operated by the Credit Union and any other similar machines subsequently made available by the Credit Union to me to perform transactions on my accounts with the Credit Union; "Personal Identification Number" means the code number given to me which I must use together with the Card to operate the ATM and any other automated teller machines subsequently made available to you. This code number may also be referred to as the PIN number

You have asked for one or more Cards. To support your request you have given us your Application, which we will keep. By signing your Application you represent that all the information is true and correct and that you are requesting Card(s) that will enable you to use the ATM and any other automated teller machines subsequently made available to you to perform transactions on your Credit Union accounts referred to in this agreement by using the Card

You understand that if you have a joint VISA account or have authorized the issuance of additional Cards, you are authorizing the joint signer and any other authorized Card holder to perform transactions on any of your accounts by use of the ATM or any other authorized automated teller machines with the same authority as if you were doing it yourself. The Credit Union will give you a Personal Identification Number (PIN) which must be used with the access Card to operate the automated teller machines. You agree not to write your PIN on the card. If you do, we may terminate your right to use the card as well as your other credit privileges under this Agreement. If we issue you the Card(s) that you have asked for, you agree to abide by the terms of this Agreement, both in using the Cards and in making your payments to us.

In this Agreement we will call the advances we make for you, or anyone else you authorize, to purchase goods and services your "Goods and Services." We will call the advances we make to cover cash advances, cash withdrawals, checks, requests, emergency cash, check cashing, and any overdrafts resulting from your use of any check cashing services that we may provide you "Cash."

- 1. Effective Date. When we have notified you of the approval of your Application and of the beginning Maximum Credit Limit for which you have been approved, this Agreement will become fully effective. You agree that consummation of this Agreement will have occurred in the State of North Carolina.
- 2. Responsibility for Credit Extensions. You will be and remain responsible for all authorized credit extended by merchants, banks or other honoring the Card, and to us prior to surrender of the Card when such credit is extended on the basis of the Card. When participating organizations offer cash advances, withdrawals, emergency cash, check cashing, or loans on the basis of the Card, all such loans shall be repaid by you us. For any check cashing transaction where payment is rejected, for any reason, on the item that was negotiated the amount of the transaction shall be considered an advance of Cash and subject to the terms and conditions of this Agreement that govern Cash. In addition, any fees paid by us which arise from your misuse of the Card shall be assessed to your account and considered an advance of Cash.
- 3. Card Use and Conditions. The Card provided to me may be used for completing certain transactions from my Accounts as described in Paragraph D of the EFTS Disclosure portion of this agreement. Those transactions may be performed only when the accounts have sufficient available balances. You understand that a deposit becomes "available" only after the Credit Union has verified and collected the funds, subject to our Regulation CC Availability Schedule. Under this Agreement and/or an Unsecured Line of Credit, the Card and PIN number may be used to obtain loan advances, which you promise to repay to the Credit Union. All of the terms and conditions of the written agreements that you previously made with the Credit Union regarding the use of your Regular Share Account, Checking Account, or Unsecured Line of Credit will apply to all of the transactions in which the Access Card and an automated teller machines are used, unless any term of those agreements conflicts with the terms of this agreement in which case the terms of this agreement will control.
- 4. Your Promise to Pay. It is essential that you make your payments on time and keep your promise under this Agreement. You agree to pay, at such place as we designate, obligations evidencing credit extension and all finance and other charges applicable and as disclosed in this Agreement, including costs of collection and reasonable attorneys' fees we incur if legal action is taken to collect your account, as well as all costs of appeals.
- 5. Card is Lost or Stolen or if an Unauthorized Use May Occur. You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is 1-800-808-7230 (from 7:00am-7:00pm CST) and 1-800-991-4964 after hours. You agree to follow up your call with notice in writing to us at: Credit Card Security Department, PO Box 58429, Raleigh NC 27658. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user. Refer to EFTS Disclosure, Item A for details
- Restrictions on Use of Card. We may refuse to issue and also may terminate, limit or modify Card privileges without notice and you agree to surrender the Card

and any Checks on demand or upon your knowledge of revocation or withdrawal of Card privileges. The Card at all times remains our property, and we may repossess if without the use of judicial process. No expired or revoked Card shall be used to obtain or to attempt to obtain credit. We shall establish a maximum aggregate amount as your total credit limit with all persons honoring the Card, which credit limit may be increased, decreased or completely terminated by us in our discretion, from time to time by notice to you. You agree not to use the Card, Checks, Requests, Emergency Cash or Check Cashing if such use would make your debt to us greater than the credit limit established by us. We may, however, at our option, recognize transactions and extend credit which will cause your outstanding balance to exceed your maximum credit limit, in which case you shall immediately, upon demand, repay us all such sums advanced by us in excess of your authorized credit limit.

- 7. Limitations on Use. For the protection of both the membership and the Credit Union, certain limits on the use of your Card are imposed in conjunction with the use of automated teller machines. They are disclosed in the Disclosure printed on the reverse side of this agreement. All deposits, payments, or other transfer transactions made through any automated teller machine will not be binding upon the Credit Union until verification by the Credit Union
- 8. VISA 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. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to you account. VISA will also impose a 0.8% fee on foreign transactions where a currency conversion is not performed. A foreign transaction is any transaction that you or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.
- 9. Card and Personal Identification Number Restrictions. The Card and Personal Identification Number will always remain the property of the Credit Union. The Credit Union may terminate your right to use the Card and/or the Personal Identification Number of the ATM or any other automated teller machines at any time. You will return your Card and/or Personal Identification Number to the Credit Union whenever we ask for it. You will not transfer your Card to another person nor allow any other person to use your Card and Personal Identification Number. You will take all reasonable precautions to keep your Personal Identification Number separate from your Card and to prevent the unauthorized disclosure of your Personal Identification Number. If you disclose your Personal Identification Number to any person and/or permit any person to use your Card, you shall be liable for the use of your Personal Identification Number and/or Card by that person until you have notified the Credit Union that transactions by that person are no longer authorized. Upon notification, the Credit Union will, as soon as possible, block further automated teller machine transactions on your Account(s), subject to the cancellation provisions in Section 20.
- 10. Credit Investigation Authorized. Recognizing that we may rely on your credit and financial responsibility, you authorize us to make or have made such credit investigation as we think appropriate, to evaluate your credit, personal and financial standing and employment background. You further agree to authorize us and institutions extending credit on the basis of the Card to share their credit investigation and experience with Consumer Credit Reporting Agencies and other creditors doing business with you.
- 11. Retention of Slips. At the time of obtaining each cash advance (loan) or of making each Goods and Services or other credit transaction under this Agreement, you (or your authorized user) agree to sign and retain a copy of a cash advance slip or official document which accurately evidences the transaction.
- 12. Periodic Billing. We will bill you on a periodic (monthly) basis, on a date selected by us, for all amounts becoming due through use of the Card. The new balance shown on your statement is the total of unpaid obligations which have been posted to your account as of statement date. Automatic payment options available are: Balance in Full, Percent of Balance, Minimum Payment, Fixed Dollar Amount. We must receive at least the minimum periodic payment (see "13" below).
- 13. Minimum Periodic Payment. You may pay less than the total amount due on the Periodic Statement unless the entire outstanding balance has matured as provided for in Paragraph 16. However, you agree to pay the following Minimum (Monthly) Periodic Payment: 3% of the unpaid balance of your account or \$25.00. whichever is greater.
- 14. Payments. You may pay all or part of the unpaid balance of your account at any time. If we receive payment for the full amount of the New Balance for Goods and Services disclosed on the Periodic Statement before the due date shown on the Periodic Statement, we will apply it to pay the entire New Balance for Goods and Services. If any amount is received in addition to the amount of the New Balance for Goods and Services or if less than the full amount of the New Balance for Goods and Services is received, payments received shall be applied in the following order: fees and finance charges; balance transfer amounts; previously billed purchases; cash advances; new purchases. A late payment fee of Five (\$5.00) Dollars will be imposed on an account that is over thirty (30) days past due.
- 15. **Events of Default**. You will be in default under this Agreement if any of the following events occurs: (a) If you fail to comply with the payment obligations or any other terms or conditions of the Agreement or of any other agreement you have with us; (b) If you made a false or misleading statement on the Application for your Card; (c) If you die or become insolvent; (d) If you file or have filed against you a petition or other proceeding commenced under the Federal Bankruptcy Code or any state order of attachment, levy or garnishment with regard to you or any of your property, assets or income; or (f) If we deem ourself or any debts due us from you under this Agreement unsafe or insecure, within our sole discretion

- 16. Entire Balance Due. If any of the above Events of Default shall occur, we can "accelerate" all of your payments; that is to say, we can made the entire unpaid balance including all unpaid Goods and Services Advances, Cash, any unpaid Annual Service Fee, and any other accrued fees and charges, including FINANCE CHARGES immediately due and payable. We do not have to give you notice before taking these actions. If you fail to pay the entire outstanding balance on demand, you agree to pay all collection expenses we incur, including reasonable attorneys' fees.
- 17. Change of Terms. Those terms of this Agreement relating to extensions of Credit and cash advances can be changed at any time. New terms governing extension of credit and cash advances will apply to new Goods and Services and Cash and any unpaid balance and accrued FINANCE CHARGES at the time the change is effective. We will mail or deliver to you the new form of your Agreement or some other written notice of the change at least fifteen (15) days before the changes take effect, except if the change has already been agreed to by you or if a periodic rate or other FINANCE CHARGE is increased because of your delinquency or default under the terms of this Agreement. Any change in terms or conditions of your account disclosed as part of your Electronic Fund Transfer Service (EFTS) Disclosures will be mailed or delivered to you in writing twenty-one (21) days prior to the effective date of any change if such change would result in greater cost or liability for you or decreased access to your account. We may, however, implement a change in the terms or conditions of an account without prior notice when such change is immediately necessary to maintain or restore the security of an electronic fund transfer system or a consumer's account.
- 18. PLUS or STÄR/HONOR Access. Your Card may be used to access automated teller machines displaying the PLUS or STAR/HONOR logo. Any use of your Card with respect to PLUS or STAR/HONOR shall be governed by this Agreement.
- 19. Assessment of Costs for Misuse of Card. Any fees or other costs paid by us which arise from your misuse of the Card shall be assessed to your account and considered an extension of credit under this Agreement, as though there has been an advance of Cash.
- 20. Cancellation. We may cancel this Agreement at any time by telephone or by mailing you a written notice of cancellation, and you must surrender the Card to us whenever we ask you or it. You (any cardholder obligated to repay the credit extended using this Card) can cancel this Agreement by delivering to us written notice that you wish to do so, if the written notice is accompanied by all the Cards that we have issued to you or anyone else at your request. If another person is authorized to use your Card, and you want to terminate that person's privileges, you must notify us in writing. If that person has a Card, you must return that Card with your written notice or you remain liable for charges incurred through use of the card(s). If your Card account is cancelled, you are still required to pay everything you owe resulting from Card usage, including amounts incurred but not yet billed.
- 21. Name Change or Address Notices. If you move, you must give us prompt written notice of your new address so that we can change our records. You agree to notify us in writing within twenty (20) days if you change your name, your home or mailing address, or home or business telephone number. You should mail any notice that you need to give us to the following address: Coastal Federal Credit Union, PO Box 58429, Raleigh, NC 27658-8429.
- 22. Additional Card Holders. You may authorize others to use your account. You may add up to three individuals to your account at no extra charge. Each additional card holder will receive a credit card with his/her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 5 of this Agreement. We may request written verification from you recarding any change or cancellation to your account.
- 23. Joint and Several Liability. If more than one of you have signed this Agreement, you agree to be liable to us jointly and each of you will also be liable to us individually for all loans and other obligations under this Agreement. We may collect from or sue any one or more of you without giving up any of our rights against the others. This Agreement is also binding upon your heirs and personal representatives and upon anyone to whom you assign your assets or who succeeds to them in any other way.
- 24. **Agreement**. You may not assign to anyone your rights under this Agreement without prior written consent
- 25. Renewal Cards. The Card may be superseded by any renewal or replacement cards issued by the Credit Union.
- 26. Disclosures of Additional Terms, Rights and Liabilities. Printed on the reverse side of this agreement is a Disclosure of additional terms, rights, and liabilities (together referred to as Electronic Fund Transfer Service (EFTS) Disclosures) which affect you and the Credit Union. The provisions of the attached Disclosure are a part of this agreement and are binding on you and the Credit Union.
- Waiver of Rights. The Credit Union can delay enforcing any of its rights against you under this agreement without losing them.
- 28. Other Charges. The following other charges (fees) will be added to your Account, as applicable:
- Over-the-limit fee: You may be charged a fee of \$10.00 on a statement date if your New Balance on that date, minus any fees imposed during the cycle, is over your credit limit. You will be charged the fee each subsequent month until your New Balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit.
- Return Check Fee: If a check or ACH debit used to make a payment on your account is returned unpaid, you will be charged a fee up to \$20.00 for each item returned.

 Replacement Card: We reserve the right to charge you \$10.00 to replace a card.

INITIAL DISCLOSURE STATEMENT

FINANCE CHARGES/"GOODS AND SERVICES." FINANCE CHARGES imposed as Credit Purchases:

Method G: Finance Charges will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate of 1.229169%, which is an ANNUAL PERCENTAGE RATE of 14.75%, to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

Finance Charges imposed as to Cash (Loans) obtained and charged to your Account through use of the Card, Checks, or Requests—all of which activities are collectively referred to below as "Cash."

Cash Advances Average Daily Balance (Method A)

A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate of 1.229169%, which is a 14.75% ANNUAL PERCENTAGE RATE, to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Finance Charges.

Security for this Account

To secure your credit card account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your VISA account you grant us a specific pledge of your credit union shares (deposits).

Pledge Share Account(s) - NOTE: You pledge to us and grant a security interest in all individual and joint accounts you have with us now and in the future, to secure your VISA Credit Card account. You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

Collateral securing other loans you have with the Credit Union may also secure this loan, except that your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

Law Governing This Agreement

To the extent not expressly prohibited by applicable law, this Agreement and your account, as well as our rights and duties and your rights and duties regarding this Agreement and your account, will be governed by and interpreted in accordance with the laws of the State of North Carolina (excluding the conflicts law of North Carolina) and the United States regardless of where you may reside or use your account at any time. This choice of law is made because of a strong relationship between this Agreement and your account to Coastal Federal Credit Union, because issuer is located in North Carolina, and to insure uniform procedures and interpretation for all of our customers, no matter where they reside or use their accounts. If any term of provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.

Any financial service provided by Coastal Federal Credit Union may be used for any transaction permitted by law. I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at CFCUs discretion. I further agree, should illegal use occur, to waive the right to sue CFCU for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold CFCU harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Limitation on Lawsuits

You agree that any lawsuit based on any cause of action which you may have against us must be filed within one (1) year from the date that it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on your VISA statement after the notation "send inquiries to" or similar wording. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your checking or share account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we reported you to that the matter has been settled between us when it is final.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

(X:Brochures\VClassic.indd) Rev 8/09

ELECTRONIC FUND TRANSFER SERVICE (EFTS) DISCLOSURES

These disclosures apply to your use of the Classic VISA Credit Card at Coastal ATMs, STAR or PLUS Automated Teller Machines and other ATMs that may, in the future, become accessible. Other EFT services available from your Credit Union are the subject of additional disclosures, particularly as to availability of transfers and limits on transfers.

A. LIABILITY DISCLOSURE:

Tell us AT ONCE if you believe your Card or Personal Identification Number (PIN) 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 Unsecured Line(s) of Credit. If you tell us within two business days, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at 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.

B. TELEPHONE NUMBERS AND ADDRESSES TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER:

If you believe your Card or Personal Identification Number has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1-800-868-4262, or write Coastal Federal Credit Union, PO Box 58429, Raleigh, NC 27658-8429.

C. BUSINESS DAY DISCLOSURE:

Our Business days are Monday through Friday, Holidays are not included.

D. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS AT ATMs:

1. Account Access:

You may use your Card and Personal Identification Number to:

- (a) Withdraw cash from your Regular Share, Checking Account, Money Manager Account, or Christmas Club (Oct. 1 thru Dec. 31 only).
- (b) Make Deposits to your Regular Share or Checking Account.
- (c) Transfer funds between your Regular Share or Checking accounts.
- (d) Make a check or cash loan payment to any loan account.
- (e) Make a transfer payment from your Share or Checking account to any loan account.
- (f) Obtain a loan advance against any authorized line of credit.
- (g) Check account balances.

The STAR and PLUS Network supports balance inquiries, cash withdrawals from Saving and Checking accounts, transfers, and VISA line-of-credit advancees. Some of these services may not be available at all terminals.

2. Limitations on Frequency of Transfers:

You may make as many cash withdrawals or transfers from our terminals as you wish during the day except that you may not make more than three consecutive access attempts using an incorrect PIN.

3. Limitations on Dollar Amounts of Transfers:

- (a) You may withdraw or make a VISA cash advance up to \$500 per day from Credit Union ATMs and from STAR and PLUS machines.
- (b) The Credit Union may refuse any line-of-credit advance request.

4. Other Limitations:

- (a) Deposits and loan payments made by check or cash will not be reflected in your balance and will NOT be available for withdrawal until verification is made by Credit Union personnel.
- (b) All transactions made through automated teller machines will be subject to the rules, regulations, by-laws and/or operating procedures of the Credit Union.

E. DISCLOSURES OF CHARGES AT ATMs:

We may charge you two times the postage rate for any month in which an electronic funds transfer occurs against the share account only.

PLUS Charges. If you perform a balance inquiry, cash withdrawal, or VISA line-of-credit advance transaction, you will incur a One (\$1.00) Dollar per transaction charge.

Credit Union ATMs or STAR Machine Charges. You are allowed up to five free transactions (*i.e.*, cash withdrawal or VISA line-of-credit advance) per calendar month, after which the charge per transaction will be One (\$1.00) Dollar. All balance inquiries will be One (\$1.00) Dollar.

Fees at Foreign ATMs. When you use an ATM not owned by Coastal FCU, 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 fund transfer).

F. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

G. YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS AT ATMs:

Terminal Transfers: You can get a receipt for each transfer to or from your account that was made at automated teller machines. You can get the receipt when the transfer is made.

Periodic Statements: You will get a monthly Checking Account statement. You will get a monthly statement for your regular Share Account for each month in which there were electronic funds transfers made at an ATM using your Classic VISA Credit Card. You will get a statement at least quarterly for your Regular Share Accounts.

H. DISCLOSURE OF FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If through no fault of ours, you do not have enough money in your account to make the transfer. or
- (b) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken, or
- (c) If the transfer would go over the credit limit on your line of credit, or
- (d) If the automated teller machine where you are making the transfer does not have enough cash, or
- (e) If the terminal was not working properly and you knew about the breakdown when you started the transfer, or
- (f) There may be other exceptions stated in our agreement with you.

I. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Telephone 1-800-868-4262, or write Coastal Federal Credit Union, PO Box 58429, Raleigh, NC 27658-8429. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

- 1. Tell us your name and account number.
- 2. Describe the error or the transfer you are unsure about, and explain (if 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. We will tell you the results of our investigation within ten (10) business days and will correct any error promptly. If we need more time, however, we may instead take forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) 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 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 used in our investigation.

Coastal Federal Credit Union

VISA Classic Agreement/Disclosure Statement



www.COASTAL24.com (800) 868-4262

In compliance with requirements of the Federal Truth in Lending and Fair Credit Billing Acts, this Credit Union makes the following disclosure of credit terms applicable to the use of your Classic VISA Credit Card. Additional disclosures are made in accordance with the Electronic Fund Transfer Act