

# American 1 Credit Union

## MasterCard® Freedom+ Card Terms & Conditions

These Terms and Conditions govern the use of your American 1 Freedom+ MasterCard®. Please read them carefully and keep them for your records. Please sign your Freedom+ Card immediately. By utilizing your Freedom+ Card you are bound by the terms and conditions of this agreement. These Cardholder Terms and Conditions are the agreement between you and American 1, with respect to our issuance and your use of the Freedom+ Card.

### 1. DEFINITIONS

In this agreement, **Freedom+ Card** or **Card** mean the Freedom+ Card issued by American 1 Credit Union. **You** and **your** mean the program participant to whom we issue a Freedom+ Card. **We**, **Us** and **Our** mean American 1 Credit Union.

### 2. FREEDOM+ CARD

The Freedom+ Card issued by American 1 Credit Union IS NOT A CREDIT CARD; it is a Freedom+ card. The Card allows you to access funds you or your Employer place on the card. You will not receive any interest on the funds placed on the card; you can withdraw cash from any ATM worldwide that display any of the logos on the back of your card. You may use the card at any location that accepts Debit MasterCard cards. We may not authorize the transaction using your Card if it exceeds the amount available on the Card. The Card is the property of American 1 Credit Union, is non-transferable, and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are also required to notify us promptly if the Card is lost or stolen. Applicable federal law and the rules and regulations of the Federal Reserve Board shall govern this agreement. To the extent federal law is not applicable, the laws of the state of Michigan shall govern this agreement. In the event of any conflict between the provisions of this agreement and any applicable law or regulation, this agreement shall be deemed modified to the extent necessary to comply with such law or regulation. We may elect to waive any of the provisions of this agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived term on any other occasion.

### 3. CONTACT INFORMATION

If you believe that your Card has been lost or stolen or that someone has accessed or may access money from your Card without your permission, CALL US AT ONCE AT 1-888-213-2848. If the home office is closed, 24 hour assistance is available by calling MasterCard Debit Cards at (800) 754-4128. Calling us is the best way to limit losses.

### 4. USING YOUR CARD

You may use your Card only after activation and selection of a Personal Identification Number (PIN). When using your Card and selected PIN, you may withdraw cash from any participating network ATM worldwide. You may also use your Card to purchase goods and services at participating merchants who accept Debit MasterCard cards. You may change your PIN at any branch location and check your balance at [www.american1cu.org](http://www.american1cu.org).

Any entity honoring your Card may be required to obtain approval or authorization for any transaction. The balance available for authorizing transactions with your Card is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed. You may use your Card only in the manner and for the purposes authorized by this agreement. We may restrict access to your Card if we notice suspicious transaction activity. Access will be reinstated once we have contacted you and resolved any concerns regarding the authorized use of your Card. You are responsible for all authorized transactions initiated by the use of your Card.

If you use your Card number without presenting your card (such as for mail order or telephone purchases), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by the use of your Card. You may not make preauthorized recurring payments from your Card Account. Prior to using your Card please also note the following items:

- Do not disclose the PIN nor record it on the Card or otherwise make it available to anyone else
- You are liable for transactions made by someone you have given your Card to
- Promptly notify us of any loss or theft of the Card or PIN
- You are liable for the Card and the PIN and for their authorized use

### 5. FEES AND SERVICES

The fees listed apply upon activation and usage of your Card. Your Card may also be terminated for attempting to use your Card with no available funds. It is your responsibility to ensure that there are sufficient funds available for the transaction you are attempting.

### 6. ATM USAGE

The balance of Freedom+ funds available on your Card limits your use of the Card for cash withdrawals at ATMs. Therefore, you agree not to make withdrawals that exceed the balance available on your Card. Upon any withdrawal of cash from an ATM, the amount available on your Card shall be reduced by the amount of such withdrawal.

### 7. FOREIGN TRANSACTIONS

If you obtain your funds (or make a purchase) in a currency other than US Dollars, the amount deducted from your available funds will be converted by MasterCard from the foreign currency into an amount in US Dollars.

### 8. POS USAGE

You may use your Card to pay for purchases at any location that accepts Debit MasterCard cards or other participating networks. The balance of Freedom+ funds available on your Card limits your use of the Card for purchases. Therefore, you agree not to make purchases that exceed the balance available in your Card. When a purchase is made, using your Card, the balance available on your Card shall be reduced by the amount of such purchase. The use of your Card to purchase goods and services constitutes a simultaneous withdrawal from and/or demand upon the value stored on your Card, even though the transaction may not actually be posted to your Card until a later date. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to three (3) days. You do not have the right to stop payment on any purchase transaction originated by the use of your Card. Some merchants may not accept split transactions, for example, paying part of a purchase with the Card and the balance with another form of payment. Neither we, MasterCard, nor any processor are responsible for any injury to you or anyone else caused by any goods or services purchased or leased with your Card. **YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM THE MERCHANT THAT ACCEPTED YOUR CARD.**

### 9. Limits on Dollar Amount Transactions

Total withdrawals or purchases in any one day may not exceed the Daily Limits for a single Card number. You will be allowed to make transactions up to the available balance on your card or up to the maximum daily limit, whichever is less.

(a) Daily ATM Withdrawal Limits	\$1,000
(b) Daily POS/PIN	\$1,000

**\*at some ATMs, the withdrawal amount may be limited due to machine constraints, and multiple transactions may be necessary to obtain total amount desired.**

### 10. BALANCE AND TRANSACTION INQUIRIES

You can review your Card balance and transaction activity by calling toll-free 1-800-247-2296 to reach our automated A1 Access System. You may also check your balance online by visiting [www.american1cu.org](http://www.american1cu.org). This information is available to you 24 hours a day 7 days a week. To reach an American 1 employee for assistance, call 888-213-2848 Monday through Friday 9 am . 7 pm EST and Saturday 9 am . 4 pm EST. Holidays are not included. Each member receives 2 free balances inquires on their Freedom+ card per month at an American 1 Credit Union ATM machine. After those 2 are used, each inquiry at an American 1 ATM is \$1.00. Non-American 1 ATM machines may have their own usage fee.

### 11. PIN PROTECTION

You agree to take all necessary steps to protect your PIN and never disclose your PIN to anyone else.

### 12. ATM SURCHARGES

An ATM owner or operator may impose a surcharge for your use of the ATM. The amount of the surcharge should be disclosed at the ATM. Any such surcharge will be deducted from the balance of your Card, along with the amount of the withdrawal performed at the ATM and the fees that apply.

### 13. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds.

### 14. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- Where it is necessary for completing the transaction
- In order to verify the existence and condition of your Card
- Where there has been unauthorized use of your Card
- In order to comply with government agency or court orders
- If you give us permission
- For analytical purposes
- To our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties or to protect you or the interest of American 1 Credit Union.

## 15. TRANSFER DOCUMENTATION

### TERMINAL RECEIPTS

You may request a receipt at the time you use your Card to make any withdrawal at an ATM or any purchase at an electronic POS terminal.

### 16. PERIODIC STATEMENT

Periodic statements for the Card are available in electronic format at [www.american1cu.org](http://www.american1cu.org). The information will remain on the web site for a minimum of 18 months.

### 17. OUR LIABILITY

If we do not complete a transfer to or from your Card 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 in the following situations:

- If through no fault of ours, you do not have enough value available on your Card account to complete a transaction
- If a merchant refuses to accept your Card
- If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction
- If access to your Card has been blocked after you have reported your Card lost or stolen
- If we have reason to believe that the requested transaction is unauthorized
- If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken
- Any other exception stated in our Agreement with you

### 18. ERROR RESOLUTION

In case of any errors or questions about transactions from the use of your Card: Call 1-888-213-2848, contact us online at [www.american1cu.org](http://www.american1cu.org), visit a branch location or write to us at the address listed under Contact Information in this agreement. If there are transactions on your Card that you did not make, tell us as soon as you can. We must hear from you no later than sixty (60) days after we communicated the FIRST activity report on which the problem or error appeared. **YOU MUST PROVIDE THE FOLLOWING INFORMATION:**

1. Your name and Card number
2. Describe the error or transaction you are unsure about, and explain as clearly as 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 verbally, we may require that you send your complaint or question in writing within ten (10) business days

We will tell you of the results of our investigation within ten (10) business days from when we hear from you. If we need more time, however, we may take up to forty- five (45) days (or ninety (90) days for transactions initiated outside of the United States), if a point of sale (POS) transaction was involved, or if the transaction was from an account and the transaction occurred within 30 days after the first deposit to the account was made to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days for transactions from an account made within 30 days after the first deposit to the account was made) 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 written confirmation of your oral notice within 10 business days, we will not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation

### 19. YOUR LIABILITY

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll free at 1-888-213-2848 is the best way of keeping your losses down. IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD ACCOUNT WITHOUT YOUR PERMISSION, CALL US TOLL FREE AT 1-888-213-2848. IF AMERICAN 1 CU IS CLOSED AT THAT TIME, PLEASE CALL MASTERCARD DIRECTLY TO BLOCK YOUR CARD AT 1-800-754-4128. IF YOU NOTIFY US WITHIN TWO (2) BUSINESS DAYS, YOU CAN LOSE NO MORE THAN \$50.00. IF SOMEONE USED YOUR CARD WITHOUT YOUR PERMISSION. IF YOU DO NOT NOTIFY US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD AND WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD WITHOUT YOUR PERMISSION IF YOU HAD PROMPTLY NOTIFIED US, YOU COULD LOSE AS MUCH AS \$500.00. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available 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 and you are grossly negligent or fraudulent in the handling of your card. If your Card is stolen we will close your Card Account to keep losses down.

### 20. APPLICABLE LAW

This Agreement and the use of the Card and Account are governed by the laws of the State of Michigan, and are also subject to applicable federal and state laws, rules and regulations, which may now or later be in effect, governing the Account or governing any electronic funds transfer to or from this Account. See Membership & Account Agreement for further terms and conditions.

### 21. AMENDMENT AND CANCELLATION

We reserve the right to change the terms of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure letter and as required under applicable law, except we will give you twenty-one (21) days prior written notice if the change would result in increased fees or charges, increased liability for you, fewer types of available fund transfers or stricter limitations on the frequency of dollar amounts of transfers. We are not required to give you prior notice where an immediate change is necessary to maintain or restore the security of our EFT system. However, if such a change is made permanent we will give you appropriate notice. We may also cancel your privileges to use the Card and any Pin even without telling you in advance. If we do this, you will return all cards to us at once. You may terminate this Agreement at any time by notifying us in writing. If you do this, you also must return all Cards to us at once. Ending this agreement will not affect your obligations under this Agreement for transactions or transfers completed with your Card or any Pin, even if those transactions or transfers are completed after the ending date.

### 22. FREEDOM+ CARD SHARE

The money used to fund the Freedom+ Card is available in your Freedom+ Card share. This share does not earn dividends.

Transaction Limitations:

- No ACH withdrawals can be initiated from the Freedom+ Card share. You may initiate ACH deposits.
- No pay-at-the-pump transactions may be initiated on the Freedom+ Card. To purchase gas, the cardholder must pay inside with the cashier.

### 23. FREEDOM+ FEE SCHEDULE

TRAN TYPE	AM1 Freedom+ Fees
Withdrawal as Cash Advance	0.00
Withdrawal On-U's ATM	0.00
Withdrawal Foreign	1.00
Withdrawal National	1.00
Withdrawal International	1.00
Balance Inquiry On-Us	2 free/month, then 1.00 per inquiry
Balance Inquiry Foreign	2 free/month, then 1.00 per inquiry
Balance Inquiry National	2 free/month, then 1.00 per inquiry
Balance Inquiry International	2 free/month, then 1.00 per inquiry
Pinned POS Transactions	0.00
Pinned POS Transactions International	0.00
Cash Advance (sig based)	0.00
Denials	0.00
POS Withdrawal On-U's	0.00
Add funds ACH in	0.00
Add funds ACH out	0.00
Add funds batch	0.00
Add funds POS	0.00
Add funds	0.00
Remove funds ACH in	0.00
Remove Funds ACH out	0.00
Remove Funds batch	0.00
Remove Funds	0.00
Open Card Fee	0.00
Add Funds	0.00
Overdraft Fee	Not Offered
Replacement Card	4.00
Reissue Card	0 if expiring 4.00 if lost or damaged
Image Upgrade	3.00
INST CARD PERSONALIZATION	0.00
First load fee	0.00
ATM Card-to-Card DR	0.00
ATM Card-to-Card CR	0.00
CMS Card-to-Card Trans DR	0.00
CMS Card-to-Card Trans CR	0.00
International Transfer fee (1%)	0.00