

# American Airlines Federal Credit Union Visa® Reloadable Prepaid Travel Card Agreement

**IMPORTANT – PLEASE READ CAREFULLY**

## **Terms and Conditions/Definitions for the American Airlines Credit Union Visa® Reloadable Prepaid Travel Card**

This document constitutes the agreement ("Agreement") outlining the initial terms and conditions under which the American Airlines Credit Union Visa® Reloadable Prepaid Travel Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions of this Agreement, you should not use the Card. "Card" means any American Airlines Credit Union Visa® Reloadable Prepaid Travel Card issued to you by American Airlines Credit Union (including any secondary cards you may request). "Issuer" means American Airlines Credit Union. "Card Account" means the records we maintain to account for the value of claims associated with the Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "Primary Cardholder" means the individual who purchases the Card. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. To purchase the Card, you must: (i) be at least 18 years of age; (ii) be an existing American Airlines Credit Union member; (iii) have a valid debit or credit card registered in his or her name, (iv) be a U.S. resident; and (v) have a U.S. Taxpayer Identification Number. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a reloadable prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and we may cancel, repossess, or revoke it at any time without prior notice subject to applicable law. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

## **Business Days**

For purposes of these disclosures, our business days are Monday through Friday. Federal Holidays are not included.

## **Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card, Card number, and/or Personal Identification Number ("PIN"), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

## **Activating Your Card**

You will be assigned a PIN after you activate your Card. You may keep the PIN assigned to you or set your own unique PIN. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Use."

To activate your Card, visit our website at [emv.AACreditUnion.org](http://emv.AACreditUnion.org) or by calling the number on the sticker attached to the front of your new Prepaid Travel Card.

## **Forgotten or Lost PIN**

If you have forgotten or lost your PIN, you may contact customer support anytime at (855) 657- 8588 to be reminded of your PIN. A PIN Inquiry fee may apply. If you make more than three (3) unsuccessful attempts when asked to enter your PIN at a merchant terminal or Automated Teller Machine ("ATM"), your PIN will be locked for 24 hours. While your PIN is locked, you will not be permitted to use your Card at an ATM or to make transactions authenticated by your PIN. After 24 hours, your PIN will automatically unlock. [If you make more than three (3) unsuccessful attempts when asked to enter your PIN at a merchant terminal that accepts EMV chip cards, you will not be permitted to use your Card at other merchant terminals that accept EMV chip cards until you have unlocked your PIN. To unlock your PIN: (i) contact customer support at (855) 657- 8588 to be reminded of your correct PIN; (ii) locate an ATM that accepts EMV chip cards; and (iii) use your Card and PIN to perform an ATM Balance Inquiry or ATM Cash Withdrawal transaction. An ATM Balance Inquiry fee or ATM Cash Withdrawal fee may apply. Once you have successfully completed either transaction at the ATM, the PIN will be automatically unlocked and the Card's utility restored.]

## **Cash Access**

With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("POS") device, as permissible by merchants that bear the Visa® or STAR acceptance marks. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative daily amount that may be withdrawn: (a) from one or more ATMs using your Card is \$1,100, or as otherwise set by the ATM owner; (b) through an over-the-counter withdrawal from a participating credit union or other financial institution using your Card is \$1,100; and (c) through a point of sales withdrawal from a participating merchant using your Card is \$1,100.

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 fund transfer).

## **Loading Your Card**

You may add funds to your Card, called "value loading", at any time. Value will be "loaded" or added to the Card after it has been activated and the authenticity of the Card and/or "load" instruction has been verified. You can add ("reload") additional value to your Card in any of the following ways: (a) direct deposit to the Card through an Automated Clearing House ("ACH") funds transfer; (b) visiting [emv.AACreditUnion.org](http://emv.AACreditUnion.org) or (c) calling (855) 657- 8588 to initiate an ACH funds transfer from your designated funding account. A load or reload fee may apply for each load or reload. The minimum amount of the initial load and each reload transaction load is \$20. The maximum amount of value that can reside on the Card at any time is \$5,000. We may increase or decrease these limits from time to time in our sole discretion without prior notice to you. We will limit the number of Cards provided to you. We reserve the right to accept or reject any request to load or reload value to the Card at our sole discretion. With the exception of reloads performed through direct deposit, the Card may only be reloaded by the Cardholder. AN UNAUTHORIZED USER MAY NOT RELOAD FUNDS TO THE CARD.

[You can receive Automated Clearing House ("ACH") direct deposits. You may provide your Card Account number for these deposits, but you agree not to provide your Card Account number to third parties to withdraw funds. If you are a party to an ACH entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (collectively, the "NACHA Rules"), the rules of any local ACH, and the rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** Under the NACHA Rules, which are applicable to ACH transactions involving your Card Account, we are not required to give next day notice to you of receipt of ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the account transaction history made available to you.]

### **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed up to \$3,500 less any transaction fee(s) due. The maximum value of your Card is restricted to \$5,000.

You may use your Card to purchase or lease goods or services wherever, in most instances, Visa Debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$99 or more, even if the purchase amount is less than \$99. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. A preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to three (3) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. Depending on your remaining balance, the preauthorization could cause another subsequent purchase to be declined. To avoid a declined purchase, or a hold greater than the actual purchase amount, pay for your gas inside with the cashier.

If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% of the purchase amount or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. All transactions relating to hotels or car rentals may result in a hold for that amount of funds up to thirty (30) days.

If you use your Card to make a telephone call, you may be required to have a minimum available balance of greater than \$15.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or internet purchase), 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 will not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

Except for Recurring Transactions (defined below), you do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. 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 thirty (30) days.

You may use your Card for any Recurring Transactions. "Recurring Transactions" are transactions that you authorize to have automatically charged to your Card each month or other specified period with or without any further action on your part. Examples of merchants that may use Recurring Transactions include wireless carriers, internet service providers, health clubs, insurance companies that automatically charge monthly premiums, and cable TV services. If you have pre-authorized a third party to deduct Recurring Transactions, you can stop any of these payments. To stop a payment you must provide sufficient advance notice to the party that you authorized to debit your Card balance to allow that party to stop payment before the next payment is scheduled to be made.

### **Limitations on Frequency and Dollar Amounts of Transactions**

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- You may make up to 25 ATM withdrawals per a 24 hour period.
- The minimum amount of the initial load transaction is \$20 and each reload thereafter.
- The maximum amount of the initial loan transaction is \$3,000 and each reload thereafter.
- The maximum amount of value that can reside on the Card at any time is \$5,000.
- The maximum cumulative daily amount that may be withdrawn: (a) from one or more ATMs using your Card is \$1,100, or as otherwise set by the ATM owner; (b) through an over-the-counter withdrawal from a participating credit union or financial institution using your Card is \$1,100; and (c) through a point of sales withdrawal from a participating merchant using your Card is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed up to \$1,100 less any transaction fee(s) due.
- The maximum amount that can be spent on your Card per day is: (a) the lesser of your available balance; or (b) any dollar limitation disclosed for the transaction being performed up to \$3,500 less any transaction fee(s) due.

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as an STAR transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the section labeled "Your Liability for Unauthorized Use" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

#### **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 and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

#### **Card Replacement**

If you need to replace your Card for any reason, please contact us at (855) 657- 8588 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc.

#### **Expiration**

Your Card will expire on the date embossed on the front of your Card. You will not be able to use your Card after the expiration date. If your Card Account is in good standing, and there is a greater than \$0 balance in your Card Account and has had activity within one year, we will automatically reissue a new Card to you.

#### **Charges Made in Foreign Currencies**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 1.00% of the transaction amount.

#### **Receipts**

You should get a receipt at the time you make a transaction using your Card. Receipts may not be available for transactions of \$15 or less. You agree to retain, verify, and reconcile your transactions and receipts.

#### **Card Account Balance/Periodic Statements**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling (855) 657- 8588. This information, along with a 12-month history of account transactions, is also available online at [emv.AACreditUnion.org](http://emv.AACreditUnion.org).

You also have the right to obtain at least 24 months of written history of account transactions by calling (855) 657- 8588. You will not be charged a fee for this information unless you request it more than once per month.

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#### **Fees and Other Information**

The following fees will be assessed as long as there is a remaining balance on your Card, except where prohibited by law. We will charge you, and you agree to pay, the fees and charges set forth below, which are subject to change. We will provide notice of any changes to the fees or charges at our website [emv.AACreditUnion.org](http://emv.AACreditUnion.org) and, by accepting this Agreement and using your Card, you consent to such notices delivered through our website. Anytime your remaining Card balance is less than the fee amount being assessed, the balance of your Card will be applied to the fee amount and the remaining fee amount will be deducted on the next load occurrence.

List of all fees for American Airlines Visa® Reloadable Prepaid Travel Card

| All fees                         | Amount  | Details   |
|----------------------------------|---------|---|
| Get started                      |         |   |
| Enrollment fee                   | \$5.00  | This fee is charged per card purchased.   |
| Add money                        |         |   |
| Direct deposit                   | \$0     | Per direct deposit reload.  |
| Reload                           | \$1.00  | Per value reload.   |
| Get cash                         |         |   |
| ATM withdrawal (in-network)      | \$0     | "In-network" refers to the American Airlines Credit Union ATM Network. Locations can be found at <a href="http://AACreditUnion.org">AACreditUnion.org</a> .   |
| ATM withdrawal (out-of-network)  | \$2.00  | This is our fee. "Out-of-network" refers to all the ATMs outside of the American Airlines Credit Union ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.   |
| Information                      |         |   |
| Customer service (automated)     | \$1.00  | Per call to our automated customer service line, including for balance and PIN inquiries. First 2 calls per calendar month are free.  |
| Customer service (live agent)    | \$5.00  | Per call. First call per calendar month is free.  |
| Using your Card outside the U.S. |         |   |
| International transaction        | 1.00%   | Of the U.S. dollar amount of each transaction.  |
| International ATM withdrawal     | \$2.00  | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.  |
| Other                            |         |   |
| Inactivity                       | \$5.00  | You will be charged \$5.00 each month after you have not completed a transaction using your Card for 6 consecutive months.  |
| Card Replacement/Reissue         | \$5.00  | This fee is charged per card replaced or reissued. Delivery within 7-10 business days.  |
| Express Delivery                 | \$25.00 | (2-3 business days, for initial primary card order only) Special handling is required when selecting the Express Delivery shipping method. For questions, please contact Cardholder Services at (855) 657-8588 by 10 AM the next business day for orders shipping domestically to be received by the second (2nd) business day or by the third (3rd) business day for orders shipping internationally. <b>We cannot Express Ship to a PO BOX.</b> |
| Emergency Card Replacement       | \$35.00 | \$35.00 Fee is in addition to the Replacement/Reissue Fee (For guaranteed delivery within 2 days domestically or within 3 days internationally).  |

The Prepaid Card is a reloadable general-use Prepaid Card. It is not a credit card. **Your funds are not NCUA insured.** This Prepaid Card is issued by American Airlines Credit Union, pursuant to a license from Visa U.S.A, Inc. Your Prepaid Card allows you to access your prepaid funds at ATMs, which display the Visa brand. You may also use your Prepaid Card at merchants who accept VISA debit Prepaid Cards worldwide.

No overdraft/credit feature.

Contact us by calling (855) 657- 8588 or visit [emv.AACreditUnion.org](http://emv.AACreditUnion.org).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

**Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) If you give us written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- 6) As permitted by law; or
- 7) As otherwise permitted by our Privacy Policy.

**Our Liability for Failure to Complete Transactions**

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

- 1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- 2) If an ATM or merchant refuses to accept your Card;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) 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;
- 5) If access to your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold on your Card or your funds are subject to legal process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;

- 8) If circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 9) If your transfer authorization terminates by operation of law; or
- 10) Any other exception stated in our Agreement with you.

**WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANYTHING WE DO WHEN FOLLOWING YOUR INSTRUCTIONS. IN ADDITION, WE WILL NOT BE LIABLE IF WE DO NOT FOLLOW YOUR INSTRUCTIONS IF WE REASONABLY BELIEVE THAT YOUR INSTRUCTIONS WOULD EXPOSE US TO POTENTIAL LOSS OR CIVIL OR CRIMINAL LIABILITY. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

#### **Your Liability for Unauthorized Use**

Contact us AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone has transferred or may transfer funds from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer funds from your Card Account without your permission, call: (855) 657- 8588. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after learning of the loss or theft of your Card, you can lose no more than \$50 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. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit, or other information in support of the claim.

Also, if you become aware of and/or your account history shows transactions that you did not make, including those made by Card, code, or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not tell us within sixty (60) days after the earlier of the date you electronically access your account, if the transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the transfer appeared, you may not get back any money you lost after the sixty (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 were negligent or fraudulent in the handling of your Card. 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 your Card has been lost or stolen, we will close your Card Account to minimize the risk of further loss and reissue you a new card.

#### **Other Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

#### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. Subject to applicable law, the Issuer reserves the right to refuse to return any unused balance amount less than \$1.

We may suspend access to your Prepaid Card, if we notice excessive use of your Prepaid Card or other suspicious or potentially illegal activities. At our discretion, access may be reinstated once we have notified you, clarified the situation or rectified any problems.

#### **Information About Your Right to Dispute Errors**

Telephone us at (855) 657- 8588 or write to us at: Cardholder Services, P.O. Box 7235, Sioux Falls, SD, 57117-7235, as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at (855) 657- 8588. When you notify us, you need to:

- 1) Provide your name and Card number;
- 2) Describe the error or the transaction you are unsure about, the dollar amount involved, and why you believe it is an error or why you need additional information; and
- 3) Specify approximately when the error or the transaction took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this and your Card Account is registered with us, we will credit your Card Account within ten (10) business days 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 Card Account. For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error. We will tell you the results within three (3) business days after completing 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 by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

It is important to register your Card Account as soon as possible. Until you register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to [emv.AACreditUnion.org](http://emv.AACreditUnion.org). We may ask you for identifying information about yourself (including your full name, address, date of birth, and U.S. Taxpayer Identification Number) so that we can verify your identity.

**Severability:** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**Governing Law:** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Texas.

**No Waiver:** No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights and remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Relationship to Other Disclosures:** The information in this Agreement applies only to the transactions described herein. Provisions in other disclosure documents, as may be revised by us from time to time, continue to apply, except to the extent expressly modified by this Agreement.