

## DISCLOSURE FOR ELECTRONIC FUND TRANSACTIIONS (EFT) AND WIRE TRANSFER NOTIFICATION

First Flight Federal Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and/or VISA® Check Cards (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our First Flight Online Banking system.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union, Jeanie, Money Station, Cirrus Networks and such other machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our PhoneTeller audio response access service once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of First Flight Federal Credit Union. It meets the requirements of both the federal and Virginia statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the PhoneTeller audio response access service, your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a PhoneTeller audio response access service PIN, First Flight Online Banking system access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, PhoneTeller audio response or First Flight Online Banking system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) for your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include plural cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to First Flight Federal Credit Union.

### THE FOLLOWING SECTIONS RELATE TO ALL "EFT" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.  
The affected accounts are sometimes referred to in this disclosure as "asset account(s)", "designated accounts" or simply as your "account(s)".  
You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.
2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, First Flight Telefast Telephone Voice Response System or First Flight Online Banking system, "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members who have loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.
4. **Automated Teller Machine (ATM) Transactions and Limitations:**  
If you have an ATM Card ("ATM/Debit Card"), along with a PIN, you can use it to make any one of the following transactions at an Automated Teller Machine at the Credit Union or at any of the networks we utilize, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
  - a. Withdraw cash from your share or share draft account(s) and line of credit, not exceeding a combined withdrawal from share, share draft and line-of-credit withdrawal per day of \$500.00.
  - b. Make deposits to your share or share draft account(s).
  - c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
  - d. Pay for Point of Sale (POS) purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM/Debit Cards), not exceeding a combined share, checking and line of credit combined limit of \$2,500.00.
  - e. Pay bills directly [by telephone] from your share and/or share savings account(s) in the amounts you request, not exceeding your daily transfer limit as set forth above in this section.
  - f. Obtain balances in your share and share draft account(s).
  - g. You may not use your card to initiate any type of gambling activity.  
(Some networks may not allow all transaction types.)
5. **VISA® Check Card/Debit Card "Electronic Fund Transfer" Services and Limitations.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) that we designate at the Credit Union with your VISA® Check Card/ATM Debit Card:
  - a. Make ATM withdrawals of cash from your share or share draft account(s), not exceeding a combined withdrawal from share, share draft and line-of-credit of \$500.00 per day, provided you have sufficient funds in your account for the requested transfer(s).
  - b. Make deposits to your share or share draft account(s).
  - c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
  - d. Pay for Point of Sale (POS) purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or VISA® Check Card, not exceeding the limit set forth above in this section and provided you have sufficient funds in your account for the requested transfer(s).
  - e. Pay bills directly [by telephone] from your share and/or share savings account(s) in the amounts you request, not exceeding your daily transfer limit as set forth above in this section and provided you have sufficient funds in your account for the requested transfer(s).
  - f. Obtain balances in your share and share draft account(s).
  - g. You may not use your card to initiate any type of gambling activity.  
(Some of these services may not be available at all terminals.)

6. **Telefast Telephone Transactions and Limitations.** If we approve the First Flight Telefast Telephone Voice Response System (Telefast) for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, with a touch-tone telephone and your personal access code, you can authorize the following types of telephone transactions up to a combined limit of \$10,000.00 per day from our First Flight Telefast Telephone Voice Response System for designated accounts:
- Transfer funds between your share draft (checking), share savings accounts, Money Market and line-of-credit accounts that you have with us.
  - Make payments to pre-authorized payees from your share savings accounts.
  - Make payments on your loan accounts with us from your checking accounts.
  - Make inquiries on your share, share draft accounts, term share and IRA share account balances and loan information.
  - Make inquiries on deposits to and withdrawals from your share savings and/or checking accounts.
  - Make miscellaneous inquiries on your Credit Union services that affect your account.
- Your accounts can only be accessed under the First Flight Telefast Telephone Voice Response System via a touch-tone telephone. The Telefast audio response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers or withdrawal request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. No transfer or withdrawal may exceed the available funds in your account.
7. **Bill Payer Transactions.** At the present time, with a touch-tone telephone and your personal access code, you can authorize the Credit Union to issue and send out payments up to a combined limit of \$9,999.99 per day from our Bill Payer System for requests you authorize us to process, excluding payments for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside of the United States of America. Payment requests by you through our Bill Payer Transaction system will be sent out by the Credit Union either by check or electronic transfer and may take up to five (5) business days before the payment is sent to the designated payee. The Credit Union does not guarantee or make any representations that the payee will receive the funds on any particular date and you hold the Credit Union harmless for any liability, late fees, charges or any other consequential effects that you may incur if any payment is received late or if we are unable to process your request for any reason. You may cancel an authorized transaction scheduled for a future date only if we receive your request for cancellation in time to stop the specified transaction. If you request such a cancellation and we are unable to stop the payment, we will attempt to notify you before the payment is posted to your account, although we are not required to do so and the Credit Union assumes no liability if we are unable to stop an authorized payment from being processed and posted to your account. Once you initiate a transaction, you agree to hold the Credit Union harmless for any and all damages that may result as a result of your subsequent attempt to stop such an authorized payment.
8. **Home Banking Transactions.** At the present time, with your personal computer and personal access code, you can authorize the following types of Home Banking Internet transactions for designated accounts up to a combined limit of \$10,000.00 per day from our First Flight Internet Banking System:
- Transfer funds between your share draft (checking), share savings accounts and line-of-credit accounts that you have with us.
  - Make payments to pre-authorized payees from your share savings accounts.
  - Make payments on your loan accounts with us from your share savings and share checking accounts.
  - Make inquiries on your share and share draft account balances.
9. **Electronic check (e-Check) conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check:
- Pay for purchases.
  - Pay bills.
10. **Limitations on frequency of transfers.**
- You may make an unlimited number of cash withdrawals from our ATM terminals each day, provided you do not exceed your account balance or exceed the total dollar amount of transfers as set forth above in this disclosure.
  - You can use your telephone bill payment service to pay utility bills each day, provided you do not exceed your account balance or transfer limit.
  - You can use our point-of-sale transfer service for unlimited transactions each day, provided you do not exceed your account balance or transfer limit.
  - For security reasons, there are limits on the number of transfers you can make using our terminals, telephone bill-payment service and point-of-sale transfer service.
  - For savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, or telephonic transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written order, including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.
11. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that we utilize. Your ATM/Debit Card or VISA® Check Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a VISA® Check Card as a means of payment. If you have a VISA® Check Card, it may be used to purchase goods and services from VISA® Check Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a VISA® logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Debit Card or VISA® Check Card. Please refer to #37 for further details.
12. **Check Conversion Transactions.** A Check Conversion Transaction is a transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.
13. **Excluded Transactions.** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.
14. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such 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 fund transfer.
15. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. With respect to certain account(s), there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., your mortgage payments or insurance premiums). No more than six such transfers may be made from these account(s) account during any single statement period. Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

16. **Documentation of Electronic Fund Transfers:**
- Terminal transfers.** 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 point-of-sale terminals.
  - Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).

Your right to documentation as set forth in subsections a of this section does not apply when the electronic funds transfer occurs outside of the United States.

17. **Preauthorized Payments & Stop Payments.** Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call us at **(252) 447-0691**, or write us at First Flight Federal Credit Union, 1815 Kildaire Farm Rd. Suite A Cary, NC 27518 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

18. **Financial institution's Liability.** 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 may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

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

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

20. **Errors or Questions.** In Case of Errors or Questions about Your Electronic Transfers Telephone us at: **(800) 807-0766** or write us at: **First Flight Federal Credit Union, 1815 Kildaire Farm Rd. Suite A, Cary, NC 27518** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days. We will determine whether an error occurred 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 question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90\* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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.

\* 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., possessions and territories, we will have 90 days instead of 45 days to investigate.

21. **Special Liability Protection Rules for VISA® Check Card.** You will not be liable for any unauthorized transactions using your VISA® Check Card, when used for point of sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$500 or the amount of money, property, labor, or service obtained by the unauthorized use, and (iv) you must file a police report for the incident. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use. "Unauthorized use" means the use of your credit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by VISA®.

22. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we may be liable for your losses or damages.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have cash.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers".

23. **Business Days.** Every day is a business day except Saturdays, Sundays and holidays. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: [www.efirstflight.com](http://www.efirstflight.com)

24. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any North Carolina Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

State of North Carolina  
Department of Commerce  
Credit Union Division  
4314 Main Service Center  
Raleigh, North Carolina 27699-4314  
(919) 850-2929

25. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® Check Cards, PINs and Codes, which remain the property of the Credit Union.

26. The effective date of this disclosure (agreement) is **September 5, 2012.**

27. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.

28. **Card Ownership.** All ATM Cards, VISA® Check Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card or VISA® Check Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Telefast Telephone audio response service or First Flight Federal Credit Union Internet Banking system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transactions but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.

29. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option.

30. **Limitations of ATM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, share draft and line-of-credit withdrawal of \$500.00 cash using a VISA® Check Card during such a 24-hour cycle, even if two ATM Cards or two VISA® Check Cards have been issued for a single account. (For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance.

- You may request us to program our system so that more than \$50.00 cash can be obtained by use of your ATM/Debit Card or VISA® Check Card during a single day. Please contact us if you want this option.

31. **Responsibility for overdraft.** If you obtain cash from an ATM or use of your VISA® Check Card which creates a shortage in your account, or if you overdraw an account through use of the First Flight Telefast Telephone Voice Response system, Internet Home-Bank access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdraw amount pursuant to the fees applicable for your share draft account per occurrence.

- If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.

32. **Crediting of Deposits and Payments.** Deposits and payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur in the transaction made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine to deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

33. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Check card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement closing date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico and the U.S. Virgin Islands or U.S. Military bases. If there is no currency conversion but the transaction was completed in a foreign country (where VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 0.8% of the transaction; including cash advance purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

34. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

35. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of First Flight Federal Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of North Carolina.

36. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.

37. **Consumer Liability:**

- a. **Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® Check Card and/or PIN(s) or your First Flight Federal Credit Union Telefast Telephone Voice Response System access service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your First Flight Federal Credit Union Internet Banking system has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® Check Card or your PIN(s) and/or your Telefast audio response access service PIN, and/or your First Flight Federal Credit Union Internet Banking system has been accessed without your permission, you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, 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, including those made by card, code or other means, 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. **These exceptions for your liability do not apply to transactions originating at an ATM or from your gross negligence and/or fraudulent use of your First Federal VISA® Check Card.**

- b. **Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), VISA® Check Card and/or PIN(s) have been lost or stolen, or your First Flight Federal Credit Union Telefast Telephone Voice Response System access service PIN, or our First Flight Federal Credit Union Internet Banking system access to your account has been compromised, call (252)447-0691 or (800) 807-0766 or write to: **First Flight Federal Credit Union, 1815 Kildaire Farm Rd. Suite A Cary, NC 27518 IMMEDIATELY !!!** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- c. If you furnish another person with your ATM card and PIN, any operable Code or First Flight Federal Credit Union Telefast Voice Response System access service PIN, access code to your First Flight Federal Credit Union Internet Banking or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

38. **VISA® Debit Card Network Disclosure - Non-VISA® Debit Transaction Processing.** This VISA® Debit Card Network Disclosure is effective January 1, 2009 and provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. The provisions in your VISA® Cardholder agreement relating only to Visa Transactions are inapplicable to non-VISA transactions.

Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network". "VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.

We are aware of the following networks that offer a PIN-less payment option: STAR, PULSE, NYCE, COOP, and ACCEL/Exchange. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-VISA® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-VISA® Networks required cardholders to enter a PIN.

VISA represents that its VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.

This new rule allows you as the cardholder to initiate a VISA® Debit Card transaction on a non-VISA® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA® networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant in which case that transaction would not receive the VISA® zero liability and fraud protection.

This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.

- 39. **Non-Request for PIN Disclosure Procedures.** No employee or agent of the Credit Union will request an ATM Cardholder to divulge their Personal Identification Number (PIN) in either an online or in-person manner. In addition, a merchant receiving your Card should never request your PIN security code from you. If any of our employees or agents request your PIN number, please notify us immediately with the name of the employee or agent who requested your PIN Number.
- 40. **Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses connected with the participation by others in unlawful Internet gambling.

### WIRE TRANSFER NOTIFICATION

**(Uniform Commercial Code Article 4A)**

The following rules shall apply to all wire transfers services provided by the Credit Union.

First Flight Federal Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are paying funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or drivers license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of North Carolina, including Article 4A of the North Carolina Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.