

Credit Cardholder Agreement and Truth in Lending Disclosures



1941 Abbott Rd
Anchorage, AK 99507
907.339.9485
800.478.2222
cu1.org

Credit Union 1

Effective Date: 10/20/22

Interest Rates and Interest Charges

Program	Classic	Secured	Gold	Platinum	Chrome
Annual Percentage Rate (APR) for Purchases	11.95%	13.90%	9.75% This APR will vary with the market based on the Prime Rate + 3.50%	8.95%	16.50%
APR for Balance Transfers	11.95%	13.90%	9.75% This APR will vary with the market based on the Prime Rate + 3.50%	8.95%	16.50%
APR for Cash Advances	11.95%	13.90%	9.75% This APR will vary with the market based on the Prime Rate + 3.50%	8.95%	16.50%
Penalty APR and When It Applies	None				
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.				
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .				

Fees

Program	Classic	Secured	Gold	Platinum	Chrome
Annual Fee	None	\$15.00 This fee will be assessed each year on February 18	None	None	None
International Transaction Fee	Up to 2% of the transaction amount is imposed on any card transaction made in a foreign country or currency.				
Penalty Fees					
<ul style="list-style-type: none"> Late Payment Returned Payment 	\$30.00 \$22.00				

How We Will Calculate Your Balance: We use a method called “average daily balance” (including new purchases). See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

To find out if information has changed, call (907) 339-9485, email membermail@cu1.org or write Credit Union 1, 1941 Abbott Rd, Anchorage, AK 99507.

**Parts in boldface meet Truth in Lending Requirements.
Please read the whole Agreement.**

To simplify this agreement and disclosure statement for you, the following definitions will apply throughout. The words *you, your, and yours* mean the applicant who applied for a Credit Union 1 credit card loan account and any cosigner responsible for any amounts borrowed under the loan account. The words *credit card* means one or more credit cards which we have issued with your credit card account number. The word *we, us, our* and *credit union* mean Credit Union 1. The words *convenience checks* mean one or more checks that we may provide to access your Credit Union 1 credit card account.

You have applied for a credit card with the credit union. This agreement covers our Classic, Share Secured, Chrome, Platinum and Gold card programs. This agreement explains when a term applies only to one program or the other. The use of any convenience checks will be subject to the terms of this agreement as well. If issued, the extension of a credit card to you under this agreement will be subject to the following terms.

A. USING YOUR CREDIT CARD ACCOUNT

1. You consent to the terms of this agreement by using your card or convenience checks. You continue to be bound for all transactions resulting from the use of the account, credit card or convenience checks until you give us written notice of termination for the account and return the credit card and convenience checks to us.
 - 1.1. If the credit union approves your application, each applicant will be issued a credit card and will be able to use the account. You agree to sign the credit card promptly upon receipt. Each applicant will also be liable to repay the account under the terms of this agreement. Cosigners, who do not have access to the account but are still liable for the loan, acknowledge receipt of a copy of this agreement and disclosure statement as well as the separate "Notice to Cosigner" form.
 - 1.2. You are also obligated to repay any charges resulting from the use of the credit card or convenience checks by another person with your permission whether or not the person stays within the limits of use set by you.
 - 1.3. Any persons who use the credit card or convenience checks are also obligated to repay the credit union for all charges incurred because of their use of the card.
 - 1.4. You remain bound to pay for charges under this agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.
2. To make a purchase or get a cash advance, present the credit card or a convenience check to a participating credit card merchant, to us, or to another financial institution, and sign the sales or cash advance draft imprinted with your credit card number. Keep a copy of the draft to verify your monthly statement. The credit union is not liable for the refusal of any merchant to accept the credit card or convenience checks.
3. Your credit card may also access designated Automated Teller Machines (ATMs). The use of your credit card for ATM access is subject to the additional ATM disclosure terms.
4. Purchases and cash advances (transactions) made in foreign countries and foreign currencies will be billed to you in U.S. dollars. If you conduct a transaction with your credit card in a currency other than US Dollars, including those initiated online, MasterCard® Worldwide will convert the transaction amount into US Dollars, using either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is settled or processed, which may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. If you later receive a refund for a transaction, the amount of the refund will be converted at the exchange rate in effect when the refund is processed, which may be different from the exchange rate for the original transaction. In addition, you will be charged an International Transaction Fee of up to 2% of the transaction amount (the amount the ATM network or MasterCard charges us) for any card transaction made in a foreign country or currency. **In addition, a 2% International Service Assessment is added to all transactions made**

in foreign countries or currencies and for international single currency transactions processed in U.S. dollars.

5. Only you can write convenience checks. You may not write convenience checks to pay any amount you owe to Credit Union 1. We need not pay a convenience check if: (a) paying the check would cause your balance to exceed your credit limit; (b) you are in default or your right to use your account is canceled or suspended; or (c) the convenience check is signed by anyone other than you. If we pay a post-dated convenience check written by you before the date on the check, we will not be liable for the consequences of such early payment. We operate in an automated processing environment and cannot physically examine every check we pay. You must notify us of any unauthorized convenience check that appears on your account statement within 60 days after we sent you the statement on which it first appears or we will not be responsible for it.
 6. If you give your credit card number to make a purchase or obtain a cash advance without presenting the credit card (such as for a mail order, Internet or telephone purchase), the legal effect will be the same as if the credit card itself was used by you.
 7. The credit cards and convenience checks we give you remain our property. You agree to surrender them at our request.
 8. You cannot use your credit card for transactions at Internet gambling web sites. You agree not to use your credit card for any illegal transaction, such as illegal gambling. If you use your card for any purpose prohibited by or inconsistent with this Agreement (a) you cannot claim the improper purpose as a defense to your obligation to pay the transaction and (b) we can close your account for breach of this Agreement.
 9. Overdraft Protection Advances. If you designate your credit card account as an overdraft protection source in writing, the following applies: You may request a loan advance on your credit card account by writing a check/share draft any time there are not sufficient funds in your check/share draft account. If you request a debit card or Online Access or Bill Payment transaction, you can also request a loan advance by using those services to make payments out of your credit union checking/share draft account when there are insufficient funds in that account. Any overdraft of your checking/share draft account, up to your unused credit limit on your credit card account, will be added to your loan balance under this Agreement if and when we pay the check/share draft or other transaction. We have the right to refuse overdraft loan advances but will promptly notify you in writing of the reasons for refusal. Overdraft protection advances will not be made if your credit union membership is not in good standing or if you do not have available credit. All overdraft loan advances will be in amounts sufficient to cover the overdrafts and any applicable fees assessed against your share or checking/share draft accounts. **They will be subject to cash advance fees and overdraft protection advance fees (if any) and will begin to accrue interest charges as soon as they post.**
- B. CREDIT LIMIT**
1. If your application is accepted, the credit union will establish a credit limit for you. The amount will be based upon many factors, including your ability to pay and your credit history.
 2. Your account will be an open end or revolving credit account. This means that you can borrow the full amount of the credit limit, repay the principal in full or in part and borrow again up to your maximum, as long as you continue to be creditworthy.
 3. The credit union has the right to terminate the account without advance notice to the extent permitted by law. We will notify you in writing of the reason for any such denial of credit. Among the reasons for refusing to advance you credit are an adverse change in your credit standing such as not making current loan payments, a change in your employment status, your insolvency, your bankruptcy, or your death.
 4. Your credit limit will be reviewed periodically and you may be requested to provide current information. Your credit limit may be increased or decreased at that time. You can apply for an increase in your credit limit at any time. The Credit Union will apply our loan policies and underwriting standards and consider your credit history and ability to pay in determining whether to adjust your credit limit.

5. If you cease to be a member of Credit Union 1 in good standing (including maintaining \$5.00 in you share account) we may suspend your credit card account.

C. REPAYMENT TERMS AND FINANCE CHARGE INFORMATION

1. You promise to pay the Credit Union at the address designated on your statement in U.S. dollars using payment instruments drawn on U.S. financial institutions all sums advanced to you under this Agreement plus Finance Charges and other fees. **Finance Charges are money you pay for money that you borrow. Components of the Finance Charge include interest calculated by application of a periodic interest rate to the principal amount you have borrowed plus certain fees assessed on your account.**

1.1. **Classic:** The fixed ANNUAL PERCENTAGE RATE is 11.95% and the monthly periodic rate is .996%.

1.2. **Share Secured:** The fixed ANNUAL PERCENTAGE RATE is 13.90% and the monthly periodic rate is 1.158%.

1.3. **Gold:** The variable annual percentage rate is determined by adding a margin of 3.50% to the highest commercial prime rate correctly published in the Wall Street Journal, Western Edition, on the last Friday of each month. If, due to a holiday, the Wall Street Journal is not published on the last Friday of the month, we will use the prime rate published on the preceding day. The rate will adjust on the 19th day of the following month. For example, the rate published on the last Friday in January will be used to determine the rate that will apply to your account starting on February 19. The variable ANNUAL PERCENTAGE RATE in effect within 30 days of our providing this disclosure to you is shown in the table at the top of this Agreement.

1.4. **Platinum:** The fixed ANNUAL PERCENTAGE RATE is 8.95% and the monthly periodic rate is .745%.

1.5. **Chrome:** The fixed ANNUAL PERCENTAGE RATE is 16.50% and the monthly periodic rate is 1.375%.

Fixed rate accounts will not be subject to rate changes during the first year the account is open.

2. **Finance Charge Calculation Method: Average Daily Balance (Including Current Transactions):** We figure the interest charge on your account by applying the monthly periodic rate to the “average daily balance” of your account. To get the “average daily balance,” we take the beginning balance of your account each day, add any new purchases/cash advances and fees, and subtract any payments, credits, and unpaid interest and finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the “average daily balance.”

3. **Finance Charges on Purchases and Cash Advances:**

Purchases - The credit union will charge a Finance Charge on purchases if you did not pay the total new balance listed on your last billing statement in full by the payment due date. The payment due date will be a minimum of 21 days after your billing statement date

Cash Advances - The credit union will charge a Finance Charge on cash advances from the day the cash advance is posted to your account until the day we receive payment in full. Cash Advances include all convenience check transactions (whether used to obtain cash or to pay for goods or services), use of the Card to obtain cash via a signature (over-the-counter) transaction or ATM, overdraft protection advances, and Online Access advances.

4. We may change the Annual Percentage Rate on Gold accounts without advance notice as stated in C.1.3. Fixed rate accounts and certain types of fees can change upon legally required advance notice to you. Interest rate changes and increased fees triggered by transactions will apply only to borrowing transactions posted at least 14 days after we send you the notice of the rate change.

5. Your credit card payments will be applied first to past due and over-limit balances, then to fees, fees, then to interest, and the remainder, if any, will reduce your principal balance. Any portion of the payment you make that exceeds your required minimum payment will, if

different interest rates apply to different portions of your balance, be applied first to pay off higher rate balances.

6. **Each month you must pay at least \$15.00 or 2.5% of your principal balance, whichever is greater, plus any fees charged to your account, any past due amounts, and any amount by which you have exceeded your credit limit. If your balance is less than \$15.00, you must pay it in full. Minimum monthly payments are rounded up to the nearest whole dollar. If your principal balance increases and/or the interest rate on a Gold account increases, your minimum monthly payment will generally increase.**

7. We will send you monthly statements of your credit card account, which will advise you of the status of your account and any other information required by law.

8. If your outstanding balance exceeds your credit limit, you must, upon our written request, make a sufficient payment to reduce your balance to an amount within your credit limit.

9. **You may pay your balance, including accrued Finance Charges on the unpaid balance, in full at any time without prepayment penalty.**

D. OTHER CHARGES

1. If we do not receive your payment at the address provided with your billing statement, in one of our branch offices, or electronically by its due date, we will assess a \$30.00 late charge or your card may be suspended. If your due date falls on a weekend or holiday and we receive a mailed payment on the next business day, we will consider your payment to have been received on time.

2. We will assess an annual fee of \$15.00 for Share Secured accounts each year on February 18th. Gold, Classic, Chrome and Platinum accounts have no annual fee.

3. We will assess a \$20.00 fee for each dishonored check or other payment instrument. The fee will be added to your account and treated as a purchase for the purpose of calculating Finance Charges.

4. To cover our cost, we may assess a \$30.00 fee for each credit card you request on a rush basis. The fee will be added to your account and treated as a purchase for the purpose of calculating Finance Charges.

5. We will charge \$2.00 per page for each document copy that you request regarding the account, unless the copy is requested to resolve a billing error. This fee will be added to your account and will be treated as a purchase for the purpose of calculating Finance Charges.

6. We charge \$22.00 for each request you make to stop payment on a convenience check. The fee will be added to your account and will be treated as a purchase for the purpose of calculating Finance Charges. We will not implement a stop payment unless you provide the account number, draft number, and exact amount of the convenience check so that we can make an effective search. Oral requests must be confirmed in writing within 14 days or the stop payment will be suspended automatically. Stop payment requests will be processed promptly, but we will not be responsible for a convenience check that we pay between the time the request is taken and the time it is implemented unless our delay was unreasonable. Written stop payment orders are valid for six months. To release a stop payment order, complete a stop payment release form. If we fail to carry out a timely stop pay, we will not be obligated to reimburse you if the convenience check discharged a valid obligation. If we do reimburse you, the claim for funds against the payee of the convenience check will be assigned to us, and you agree to cooperate in collecting the amount wrongfully paid to the payee of the stopped convenience check.

E. CREDIT INSURANCE

If we offer credit insurance on your account, and you choose to purchase it through the credit union, you authorize us to bill you its cost each month and you agree to pay for it. The monthly cost of credit insurance will be treated as a purchase for the purpose of calculating Finance Charges. Purchase of credit insurance is optional and will not affect our decision to extend credit to you. You may cancel credit insurance at any time. A separate disclosure, provided when you apply for credit insurance, will disclose the cost of coverage. Costs for credit insurance will be

disclosed on a separate enrollment document you will be required to sign before coverage takes effect.

F. CREDIT REPORTING

You agree that we can request reports from one or more consumer reporting agencies (credit bureaus) in connection with your credit application and any update, renewal or extension of your account. If you ask us, we will tell you whether any consumer report was requested and, if so, of the name and address of the consumer reporting agency that furnished the report. We may exchange credit information about you with others in connection with your application, your account, and any credit we extend to you.

G. CHANGES IN TERMS

We may change terms of this Agreement by giving you advance notice required by law. Changes we can make include changing fixed interest rates, changing variable rate formulas, changing variable rate accounts to fixed rate accounts, changing fixed rate accounts to variable rate accounts, and adjusting, adding or deleting fees. Changes of this type will generally apply only to purchases and cash advances you make 14 days after we send you the change in terms notice, so you can avoid the changes by not using your account for new transactions. You can reject changes any changes that would otherwise apply to existing balances by notifying us to close the account, in which case you will be permitted to pay off any outstanding amounts under the old terms of your agreement with us.

H. HONEST DEALING

You agree to promptly notify us of any information that affects your creditworthiness or ability to pay off the loan, including but not limited to a change in address or employment. You agree not to make any additional purchases, or take any additional cash advances if you do not reasonably believe you can repay them under the terms of this agreement.

I. ADDITIONAL TERMS APPLICABLE TO COSIGNERS

As a cosigner, you understand and agree that you are obligated to repay any amount borrowed under this agreement up to the credit limit we establish for the applicant to the same extent as the applicant. We can proceed against you if the payments are delinquent even before we seek to recover from the borrower. We will give you notice of any action we take that could have an adverse effect. Any extension of the payoff or partial settlement with the borrower will not waive any of our rights against you as the cosigner. You can stop being obligated for future loan advances only by writing to us to that effect. But you will still be jointly and individually liable with the borrower to repay all balances outstanding as of the time we receive your notice.

J. CONSENT TO RECOVER DELINQUENT PAYMENTS FROM SHARES

In consideration for and as a condition of our issuing a credit card to you, you agree that if you fail to make your required payments, we can recover your delinquent payments from any Credit Union 1 shares in which you have an interest, unless prohibited by law or the share agreement. This consent is not a pledge of any shares and will not affect your right to withdraw funds prior to your payment default and our exercise of our rights under this consent. Our exercise of our rights under this consent will not be an election of remedies.

K. SHARE SECURED ACCOUNTS

If you have a Share Secured Account, a specified amount in one or more of your Credit Union 1 share accounts is pledged as security for repayment of all amounts loaned to you under the terms of this agreement. The amount pledged and the account will be shown on the separate security agreement. You cannot withdraw the funds pledged as long as the pledge is in effect. If you default in your payments under the terms of this agreement, the credit union has the right to apply the amount specifically pledged to pay off this account in full or in part. If you are inadvertently permitted to withdraw shares pledged as security for a share-secured credit card, we can require you to pledge different shares or declare your account to be in default and call the entire outstanding balance due and payable immediately.

L. DEFAULT - LIEN - ACCELERATION

1. If you fail to make the minimum monthly payment by the due date, you authorize us to apply any Credit Union 1 shares in which you have an interest at any time to pay off, in full or in part, your account. Any Individual Retirement Accounts (IRAs) or other shares that would lose special tax treatment if pledged as security for a loan are not subject to this authorization.
2. If you default on your payments or any other obligation under this agreement, you fail to remain a member in good standing of Credit Union 1, your creditworthiness materially declines, you become insolvent, file for bankruptcy relief, or die, we will, at our option, terminate your account and declare the entire unpaid balance of the account due and payable immediately without notice. Even if we accept a late payment or partial payment, we are not waiving our right to accelerate the payment of the account and declare the entire unpaid balance due.

M. COLLECTION COSTS

If you default in your payments or other obligations, you agree to pay all costs we reasonably incur to enforce this Agreement before we take legal action against you. If we take legal action against you, you agree to pay our reasonable attorney's fees and court costs in addition to any other remedy the court finds proper, whether the action we take is a collection lawsuit, a proceeding to protect our interest if you become a bankruptcy debtor, an appeal, an action to collect a judgment, or any other type of action.

N. TERMINATION

Without prior written notice, we can close the account, reduce the credit limit, refuse to make further advances, and revoke all credit cards issued on the account for any breach of this agreement to the extent permitted under law. If that happens, you agree to surrender all issued credit cards and convenience checks to the credit union. Closing of your account and termination of this agreement will not relieve you of the obligation to repay the full account balance due under this agreement.

O. OTHER RIGHTS

1. **Unauthorized Use of Lost or Stolen Cards.** You will generally have no liability for unauthorized use of your credit card under Mastercard's Zero Liability Rule. You nevertheless agree to notify us immediately of the loss or theft of your Card at our telephone number, (800) 682-6075 or on our website at www.cu1.org. During regular business hours, you can also call (907) 339-9485 or toll free at (800) 478-2222. If the unauthorized use falls outside Mastercard's Zero Liability Rule, such as if you have been grossly negligent in handling your card, your maximum liability is \$50.00. Business or organization accounts in which ten (10) or more credit cards have been issued to employees or associates are not subject to the limitations on liability. In all cases of unauthorized use, you agree to cooperate in our investigation to the best of your ability.
2. **Credits.** If a merchant who honors your credit card gives you credit for returns or adjustments, he/she will do so by sending us a credit slip, which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more.

P. GENERAL TERMS

The terms of this agreement must be read together as part of the whole agreement. When the singular is used, the plural is implied if there is more than one signer. If any part of this agreement is found to be invalid the other parts shall remain in effect. Applicable federal and Alaska laws shall govern the interpretation of this agreement.

YOUR BILLING RIGHTS: Keep This Notice for Future Use

STATE AND LOCAL LAW: The following summary of your rights under federal law does not cover rights you may have under State and local law. If, under State or local law, you have a longer period of time in which to send an inquiry to the credit union concerning your statement, reliance on such any longer time period may result in your losing important rights which could be preserved by acting more promptly under federal law. State or local provisions, if any, only become operative upon the expiration of the time period provided by Federal Regulation Z for submitting written notification of an error.

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

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS
ABOUT YOUR STATEMENT OR ELECTRONIC TRANSFERS**

If you think your statement or other documentation is wrong, or if you need more information about a transaction on your statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at (907) 339-9485 or toll free at (800) 478-2222 during regular business hours, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- A description of the error and explanation of why you believe there is an error.

If you need more information, describe the item about which you aren't sure.

**YOUR RIGHTS AND OUR RESPONSIBILITIES
AFTER WE RECEIVE YOUR WRITTEN NOTICE OF ERROR**

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

If you have authorized us to pay your credit card account automatically from a Credit Union 1 share account, you can stop payment on any amount you think is wrong. Your request must reach us at least three business days before the payment is scheduled to occur. We can ask you to confirm an oral request in writing within 14 days, and if you do not do so, your stop payment request will lapse.

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your statement. We must also tell you the name of anyone to whom we reported you. We must tell anyone to whom we report you that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

**SPECIAL RULES FOR CREDIT CARD PURCHASES AND
WITHDRAWALS**

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

- a. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and;
- b. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

USE OF YOUR CREDIT CARD FOR CASH ADVANCES

Daily Limits: You can use your credit card to get cash advances at ATMs and other locations that honor credit cards for cash advances. You can obtain up to \$10,000 per day or your available credit, whichever is less, subject to the following additional limits: (a) Classic cardholders can obtain no more than \$5,000 in cash advances per day. (b) You can obtain no more than \$2,500 in "quasi-cash" transactions (meaning purchases that can be converted to cash, such as wire transfers, money orders and casino credits). (c) You can obtain no more than \$5,000 in cash per day. (d) You can conduct no more than 25 cash advance transactions per day, and of those no more than 5 may be made at ATMs.

Suspicious Transactions: We can identify suspicious or extraordinary - transactions and may decline the transaction or block future transactions. Our processor may attempt to call you or e-mail you if suspicious transactions are attempted on your account. If you anticipate using your card for large purchases that are unusual as to type or location for you, you may wish to notify us in advance so we can avoid declining your transaction.

Use of Your Card at ATMs:

1. In addition to the limits prescribed above, the ATM you are using may limit your transactions. ATMs are generally available 24 hours a day, 7 days a week, but may be closed for maintenance.
2. You cannot use your credit card for ATM cash advances without a confidential personal identification code (PIC). Keep your PIC safe. Memorize it. Do not write it on your card, disclose it to others, or key it in where others can see it. PIC-based transactions are generally not subject to zero-liability rules for unauthorized credit card use.
3. You will generally get a receipt dispensed by the ATM and your periodic statement will show ATM cash advances.
4. The Credit Union will have liability for failure to complete credit card ATM transactions only to the extent of your direct losses or damages, limited to the transaction amount. We will not be liable if (i) you do not have adequate available credit to obtain the advance; (ii) The ATM system is not working properly and you are aware of the problem when you start your transaction; (iii) the ATM does not have sufficient cash to cover the advance; (iv) your card or PIC have been blocked due to a reported loss or theft; (v) circumstances beyond our control such as fire, flood or electrical or communications system failure prevent completion of the transactions in spite of our reasonable precautions; (vi) your borrowing privileges have been suspended or terminated for any lawful reason including reasons stated in this agreement; or (vii) we establish other lawful exceptions and give you any advance notice required by law. We will not be liable for punitive damages or for alleged consequential damages such as lost business opportunities or harm to your credit standing.
5. We do not guarantee the safety or security of ATM sites and are not liable for wrongful acts at ATM by any persons who are not our authorized agents or employees. When using ATMs, be aware of your surroundings, especially at night. Consider having someone accompany you when you use an ATM after dark. Put your cash and card away as soon as your transaction is complete and take your receipt with you. Do not use an ATM if you observe suspicious activity in the surrounding area. Report all criminal activity to law enforcement officials and the credit union.

**If you have any questions regarding this disclosure,
please call (907) 339-9485 or (800) 478-2222.**