Health Savings Account Visa®
Debit Card Agreement And Disclosure

This is your agreement with the Credit Union regarding rights and responsibilities associated with your obtaining a Visa® Health Savings Debit Card. The disclosure statements that follow are required by federal regulations, including the Electronic Funds Transfer Act. Please read this disclosure carefully to be familiar with your rights and responsibilities. It is important to retain this notice for future reference and to notify us at once if any parts are unclear.

1. WORDS OFTEN USED IN THIS AGREEMENT

"Agreement" means the Credit Union Visa® Health Savings Debit Card Agreement. The words "we," "us" and "our" and "credit union" mean Wings Credit Union. The words "you" and "your" mean each person or persons who signs and/or uses their Card. "Card" means any Visa Health Savings Debit Card(s) or a transaction instrument that is certified to be used on a card association's network issued to you for individual purposes.

2. THIS IS YOUR CONTRACT WITH US

When a Card is issued by us and signed by you, it becomes a binding contract. Use of the Card constitutes acceptance of the terms of this Agreement. You agree to abide by the terms and conditions of this Agreement and Disclosure including any subsequent amendments subject to all applicable laws. As a member of the credit union, you also agree to the terms of the Membership Service Agreement ("Membership Agreement") and other documents and disclosures that govern your relationship with the credit union.

3. SIGN THE CARD AND KEEP THIS AGREEMENT

You must sign the Card before you use it. By signing and/or using this Card, you are agreeing to comply with the terms of this Agreement. You should read this Agreement and keep a copy for future reference.

4. PROMISE TO PAY

You promise to pay the credit union all amounts charged to your account regardless of the means and all other charges, including any related collection costs incurred under this Agreement. You understand and agree that your account may be accessible through a variety of means including advance requests at the credit union or another financial institution, cash advances from an automated teller machine (ATM), and purchases from merchants using charge slips, point of sale terminals, vouchers, checks, telephone and internet authorizations, or other similar instruments. If more than one person is issued a Card, each person who signs and/or uses the Card promises to pay all amounts owed to us under this Agreement.

5. LIEN AND SECURITY INTEREST

You understand and agree that if you owe us money, we may have a lien on your account(s) as permitted by applicable law and you grant us a consensual security interest in any and all funds in all accounts that you are an owner, in any capacity no matter what the source of funds in the account. At our discretion, we may exercise our right of set off and apply the funds from any account you are an owner, in any capacity, to pay off your obligations to us. Once you are in default, we may exercise this right without further notice to you.

6. PERIODIC STATEMENTS

On a regular basis, you will receive a statement from us on your checking account or you will receive a statement from us on your savings account(s), which will reflect all transaction activity made to your account. You may not receive a statement on your account(s) if there has been no activity or if collection procedures have been initiated against you because you defaulted. Each statement is deemed to be a correct statement unless you establish a billing error pursuant to the Electronic Funds Transfer Act. (See Error Resolution section below.) Statements received through electronic means should be printed, reviewed, and retained by you.

7. TRANSACTION AUTHORIZATIONS

Purchases, transfers, and cash advances require our prior authorization. We may limit the number and dollar amount of authorizations for any certain time period. We participate in the Verified by Visa program for Internet transactions. You

may also participate in other digital wallet applications with the use of your Card. If our authorization system is not fully operational, we may not be able to give approval for a transaction even if the funds are available. For added protection, we have incorporated a neural network system to combat fraud. In utilizing this program, it is possible that transactions may be declined. You authorize us to contact you without restriction by telephone, email, text message or in writing to administer your account regarding processing transactions and the prevention of fraudulent transactions. Alerts sent via text may not be delivered due to circumstances beyond our control as carriers do not guarantee delivery of such alerts. You have the right to opt out of specific contact methods by contacting the credit union at the address or telephone number listed herein. These restrictions are for security reasons, and we cannot fully explain the details of how our authorization system works. You agree that the credit union shall not be liable for withholding any authorization. If your account reflects an authorization hold, your available balance will be reduced. Please see the Membership Agreement for more information about your balances. This Card may not be used for online gambling (except as provided by Colorado law) or illegal transactions and activities. You understand that the Internal Revenue Service (IRS) limits use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS.

8. DEFAULT

You will be in default, and we may, without prior notice, to the extent permitted by law, cancel or restrict access to your Card(s) or restrict access to your accounts or suspend your electronic service or access devices, including online or mobile banking services if:

a. You fail to perform any obligation under this Agreement or any other agreement that you may have with us.

b. You die, become involved in any insolvency, receivership, guardianship, conservatorship, or other proceeding which determines you are not capable of managing your financial affairs.

c. You have made a false or misleading statement in your account application.

d. A judgment or tax lien is filed against you, or any attachment or garnishment is issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with us.

e. We believe, in good faith, your ability to repay your indebtedness hereunder is or soon will be impaired, time being of the very essence.

f. Government regulations prohibit any transaction, or a government authority has notified us that continued advances constitute an unsafe and unsound practice.

9. SEVERABILITY

You agree that illegal use by you of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue the credit union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the credit union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

10. COLLECTION COSTS

To the extent permitted by law, you agree to pay all reasonable costs of collection paid or incurred by us, including reasonable attorney's fees not to exceed 15% of any unpaid debt after default and referral to an attorney (not a credit union salaried employee), or such additional fee as may be directed by the court, incurred in the course of collecting any amounts owed under this Agreement. You agree to repayment by automatic debits to your savings or checking accounts associated with the Card or transaction instrument in the event of default.

11. DELAY IN ENFORCEMENT

We do not lose our rights under this or any related agreement if we delay in enforcing them. We can accept late payments, partial payments, or any other payments even if they are marked "PAID IN FULL" without losing any of our rights under

this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

12. NOTIFICATION OF ADDRESS CHANGE

You agree to notify the credit union promptly if you move or otherwise have a change of address.

13. CHANGE IN TERMS

We may change the terms of this Agreement by posting periodic updates on WingsCO.com or by mailing a written notice to you at your last address shown on our records or via electronic means. Any changes in terms will apply to any transactions that occur on or after the last revision date. The terms of this Agreement may be changed, whether or not authorized by agreement, in accordance with applicable law.

ADDRESS FOR NOTICES TO US

All notices under this Agreement should be addressed to:

Wings Credit Union
Financial Crimes Department
P.O. Box 15819
Colorado Springs, CO 80935-5819

14. YOU MAY CANCEL THE ACCOUNT

You may cancel the account whenever you choose. Destroy each Card, telephone us or notify us in writing at the address shown in "Address for Notices to Us" section that you wish to cancel the account. Such cancellation will become effective five (5) days after the notice is received by us. You will still be responsible for the repayment of any outstanding balance on your account and any other amounts that had not yet been billed to you.

15. WE MAY CANCEL THE ACCOUNT

We have the right to cancel the account at any time upon written, electronic, or telephone notification sent to you at the last address or contact number in our records. You must return the Card(s) at our request. You agree to discontinue the use of the Card(s) upon our request. Cards may also be cancelled after one (1) year of inactivity or if new or replaced Cards have not been activated within sixty (60) days of issuance.

16. WHAT LAW APPLIES

We make the decision to issue a Card to you from our offices in Colorado Springs, Colorado. Colorado and federal laws apply to this Agreement. These laws will be used to interpret our rights and your obligations under this Agreement. Each provision shall be interpreted in such manner as to be effective and valid but if any part of this Agreement shall be declared invalid, such decision shall not invalidate the remaining provisions.

Check with your accountant, financial adviser, or state tax authority regarding the tax treatment of health savings accounts.

17. CREDIT REPORTING AGENCIES

You authorize us to make whatever credit or investigative inquiries we deem necessary in the course of reviewing any Card issued under this Agreement. You agree that subsequent credit reports may be obtained on all cardholders to determine creditworthiness. If you request it, we will provide the name and address of the credit reporting agency used. Negative information will be provided to appropriate credit reporting agencies if you fail to perform your obligations under this Agreement. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

18. OTHER AGREEMENTS

This Agreement supersedes all prior agreements between you and us governing the use of a Card.

19. TRANSACTION SLIPS

Your periodic statement will identify the merchant, electronic terminal location, or financial institution at which transactions were made. Sales, cash advances, credit or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the transactions listed on your statement.

20. CREDITS

If a merchant who honors your card gives you credit for returns or adjustments, they will do so by sending a credit slip or notification(s) to the Visa card processor which will be posted to your savings or checking account. The merchant has thirty (30) days from the date of the credit slip to credit your account.

21. FOREIGN DOLLAR TRANSACTIONS

You agree to pay in U.S. Dollars for charges you incur in any other currency. The charges will be converted to U.S. dollars when presented for payment and you agree to pay us the converted amount. Visa has updated their exchange rate disclosure on foreign currency transactions to read as follows: "A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer." This means that the amount posted to your account is based on the exchange rate the day Visa processes that transaction and any Visa adjustment fee which is currently at 1% of the converted dollar amount. This Foreign Transaction Currency Fee will be assessed to purchases made outside of the United States as well as to online purchases made within the United States, but the merchant is located outside the United States.

22. FOREIGN ATM TRANSACTIONS

When using an ATM terminal that is not owned or operated by the credit union you may be charged a "foreign" ATM fee or out-of-network fee. We have no control over these charges, and they are charged to you at the time of the withdrawal. You will be given the option to stop the transaction by not accepting these charges assessed to you by the owner/operator of the ATM terminal.

23. CARD AGREEMENT

You understand that your Card is issued by us, remains our property, and is subject to ATM network regulations which financial institutions must follow. The Card(s) are not transferable. By using your Card, you are agreeing to the following terms: (A) to abide by our rules and regulations and those of the participating ATM network as may be amended; (B) that we and the ATM network may follow all electronic instructions given through the ATM; (C) that we may restrict the use of or terminate your Card at any time without notice to prevent loss to your account or to the credit union. Misuse or mismanagement of your Card could result in the termination of other credit union services. The term "mismanagement" means, without limitation, multiple reissues, compromises, or losses related to your Card within a twelve (12) month period. As part of this Agreement, you are automatically enrolled in the Visa Account Updater which enables a periodic electronic exchange of card information between Issuers, Visa and Acquirers, and card-on-file merchants. This service provides automatic updates of Card information to remove the necessity of manually updating Card information with a card-on-file merchant. For example, in the case of updated card expiration date: You have the option of opting out of this service by contacting us at the telephone numbers listed below.

24. DAILY LIMITS

Daily limits will adhere to those established by the credit union in conformance with the ATM network agreement and are subject to modification to preserve the integrity of the ATM network and prevent loss to the credit union or our members.

25. ISSUANCE OF PERSONAL IDENTIFICATION NUMBER

A personal identification number (PIN) will be issued separately from the Card. This PIN will enable you to use your Card at any ATM terminal owned by the credit union or accessed by agreement through an ATM network. You cannot make transactions through an ATM without using your PIN. IF YOU FORGET OR DO NOT ENTER YOUR PIN CORRECTLY, THE ATM MAY KEEP YOUR CARD THE THIRD TIME THE PIN IS ENTERED INCORRECTLY. THIS PROCEDURE IS FOR SECURITY MEASURES. FOR YOUR ADDED PROTECTION, THE PIN MUST NEVER BE WRITTEN ON THE CARD. KEEP YOUR PIN A SECRET! If you allow access to your Card and/or PIN to anyone else for use through any electronic access device, you are authorizing that individual to withdraw funds from any account which can be accessed by that Card, regardless of whether that individual is authorized to withdraw money from the account by any other means. We may not reimburse you for any amounts withdrawn if you provide your access information to a third party. We may prohibit the issuance or restrict the use of any Card for security purposes or to conform with laws and regulations.

26. FEES AND CHARGES

Fees and charges related to this Agreement are included in the Fee Schedule, which is accessible on WingsCO.com or upon request. You agree to pay any related charges that are imposed as a result of your use of the Card.

27. MISCELLANEOUS

Card transactions received for processing on the same business day may be processed in any order we determine. Your Card access will be denied, and your Card revoked if you fail to establish a positive checking account balance within thirty (30) days. The Card is restricted to withdrawal-only capability. Cards may be used for non-PIN authentication transactions. Such transactions may be excluded from Visa related benefits such as card liability fraud protection and could be excluded from reward programs.

28. LIMITATIONS OF OUR RESPONSIBILITY

We will not be responsible for merchandise or services purchased by you with the Card. We are not liable for the refusal or inability of merchants, financial institutions, and others to accept your Card(s) or electronic terminals to honor them or complete a withdrawal, or for their retention of the Card(s).

ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

The following information details your rights and responsibilities under laws governing Electronic Fund Transfers (EFT) as they apply to your accounts at the credit union that are established primarily for personal, family or household purposes. Please read this disclosure carefully to be familiar with your rights and responsibilities for EFT transactions. It is important to retain this notice for future reference. Please reference the Membership Agreement for complete Electronic Funds Transfer Rights and Responsibilities. This information is available in our service centers or online at WingsCO.com.

1. DEBIT CARDS

The types of transactions and dollar limitations are set by the financial institution which owns the actual ATM and/or the servicing network it is linked with. You may access your account(s) through an ATM by using a card with ATM access capabilities and inputting your PIN.

In addition, you may access your checking account(s) to purchase goods, pay for services, and obtain cash advances from participating merchants and financial institutions.

2. TAP ACCESS

A contactless chip card allows you to tap your debit card against a reader, in addition to inserting or swiping your Card. Look for the contactless symbol at contactless-enabled merchant terminals, ATMs and transit turnstiles. Tap or hold your contactless Card near the contactless symbol on the checkout terminal. Some merchants may ask you to enter your PIN or sign for debit card transactions. If a contactless terminal is not available, just insert or swipe your Card.

3. ACCOUNTS USING CARDS AND/OR PINS

You cannot use the Card and/or PIN to transfer money out of your account until we have validated it. If you do not want the use of the Card, please destroy it by cutting it in half and notifying us immediately. Your PIN is issued for security purposes. It should remain confidential and not be disclosed to a third party.

4. BUSINESS DAY DISCLOSURE

Our business days are Monday through Friday. Saturday, Sunday, and federal holidays are excluded.

5. TERMINAL TRANSFERS

You can obtain a receipt at the time you make any transfer from your account(s) using an ATM.

6. PERIODIC STATEMENTS

You will get a monthly account statement from us for your checking account(s). You will get an account statement from us for your savings account(s) on a periodic basis to reflect all transfers made to your account. You should print, review, and retain statements received through electronic means.

7. LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

a. Through no fault of ours, you do not have enough funds available in your account to complete the transaction.
b. The ATM where you are requesting cash does not have enough cash.
c. The terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
d. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
e. Your Card is retrieved or retained by the ATM.
f. Your Card or PIN has been reported lost or stolen and we have blocked the account.
g. Your account is in default.
h. If the funds are subject to legal process or other encumbrance restricting such transfer.
i. If account ownership cannot be verified by switch network.
j. There may be other exceptions stated in our agreement(s) with you.
k. We are unable to properly verify that the transaction was authorized by you.
l. Federal regulations prohibit the processing of the transaction.

8. UNAUTHORIZED USE

Telephone us at once if you believe your Card and/or PIN has been lost or stolen or your PIN compromised. Telephoning is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure. For PIN related fraud transactions, there is a $50 liability fee.

IF YOU DO NOT TELL US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD OR PIN, AND WE CAN PROVE WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD OR PIN WITHOUT YOUR PERMISSION IF YOU HAD TOLD US, YOU COULD LOSE AS MUCH AS $500.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone numbers or address listed in this disclosure, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

a. Tell us your name and account number.

b. 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.

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has 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, we will credit your account within ten (10) business days (twenty (20) business days if your account has been open for thirty (30) days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete the investigation. If the error concerns an electronic transfer that is (1) a foreign initiated transaction, (2) point-of-sale debit card transaction, or (3) a transaction occurring within the first thirty (30) days after a deposit to a new account, a ninety-day (90-day) investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of our request, we may not credit your account. 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.

PLEASE DIRECT INQUIRIES OR QUESTIONS TO:

Wings Credit Union
Financial Crimes Department
P.O. Box 15819
Colorado Springs, CO 80935-5819
Telephone: (719) 574-1100 or 800-525-9623

9. LOST/STOLEN CARDS

You agree to notify us immediately of any lost, stolen, or unauthorized use of your Card or transaction instrument. Contact the Financial Crimes Department at (719) 574-1100 or 800-525-9623.