

- (b) If the funds in your account are subject to legal process or other encumbrance.
- (c) The transfer would exceed a credit limit.
- (d) An Automatic Teller System terminal has insufficient funds to complete the transaction.
- (e) As otherwise may be provided by the Federal Regulations.

2. The Credit Union's failure to make an electronic funds transfer if that failure is due to the Credit Union's failure to credit to your account a deposit of funds if that deposit should have been credited by the terms and conditions of the account.

3. The Credit Union's failure to stop payment of any preauthorized transfer from your account when instructed to do so in accordance with the terms and conditions of the account. HOWEVER, the Credit Union shall not be liable under this section if it can prove that its actions or failure to act were the result of:

- (a) An act of God or other circumstances beyond its control, that it used reasonable care to prevent the occurrence and that it used reasonable care as the circumstances required.
- (b) A technical malfunction known to the card holder at the time the card holder attempted to use the Automatic Teller System. If any failure by the Credit Union was not intentional and resulted from a bonified error even though the Credit Union has procedures meant to prevent the error, the Credit Union shall be liable for actual damages.

10. No Cash Refunds from Merchants. If you are entitled to receive a refund from a merchant for a purchase made with your VISA Check Card, you will not receive cash. Instead, your VISA Check Card will be used again by the merchant to make a credit to your share draft account.

11. Refusal to Honor Card. We are not responsible for the refusal of anyone to honor your card.

12. Amendments. We may amend or cancel this agreement at any time by getting your consent or by giving you notice of the amendments or cancellation. Cards are our property and must be returned upon our request.

13. Copy Charges. We may charge you a reasonable charge for photocopies and reprints of your statement.

14. Miscellaneous. If any provision of this agreement would be unlawful, the rest of the agreement will stand and the unlawful provision will be deemed amended to conform to law.

15. Deposit Account Terms and Conditions. The Checking Account Policies as issued by us apply to all your credit union transactions (including VISA Debit Card transactions) except as to those matters which are covered by this agreement.

CHECKING ACCOUNT AGREEMENT FOR OVERDRAFT TRANSFER

This agreement is made and entered into by and between the member hereinafter referred to as "member" and The Coca-Cola Company Family Federal Credit Union, hereinafter referred to as "Credit Union."

1. Pursuant to written application made by member, Credit Union agrees to establish for member, overdraft protection, Credit Union agrees to loan member the aforesaid maximum credit line as requested by member upon the terms and conditions hereinafter set forth. Member agrees to repay the loan balance, including finance charges, in monthly installments as set forth in revolving credit note agreement and Truth in Lending Disclosure.
2. Loans under this agreement shall be available to member by using either of the following methods:
 - (a) By means of an automatic credit to members' checking account available to any time transactions drawn against the member's checking accounts are in excess of the deposits held in said account.
 - (b) Upon request by member, funds will be transferred to the checking account.

3. Credit Union is not obligated to honor any transaction which would create an overdraft in excess of the maximum amount of overdraft protection, but if credit union elects to do so, the excess shall be treated as an overdraft transfer loan hereunder.

4. Credit Union may terminate this Agreement at any time upon notice to member with respect to any future overdraft transfer loans. The Credit Union may amend this Agreement by giving notice as required by law or by member's written Agreement to any amendment.

5. In the case of joint checking account, each user shall be signed on the revolving credit note and Truth-In-Lending Disclosure and will be jointly and severally liable for any overdraft transfer loan made by honoring the transaction of either user.

6. If any provision of this Agreement is or becomes invalid under law, the remaining provision shall be effected thereby and said provision shall be deemed so as to conform to then existing law.

IN CASE OF ERRORS OR QUESTIONS ABOUT VISA CHECK CARD TRANSACTIONS, KEEP THIS NOTICE FOR FUTURE USE

Telephone us at 1-800-442-4757 or write VISA, c/o The Coca-Cola Company Family Federal Credit Union, One Coca-Cola Plaza, USA 215, Atlanta, GA 30313, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a VISA Check Card transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number,
- (2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten 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 provisionally credit your account within ten 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 ten (10) business days, we may not recredit your account after you discover the error. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If the error asserted by you involves an extension of credit under our Overdraft Protection agreement, then after we receive your notice we cannot try to collect any amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill 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 didn't 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 that 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that there is a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

Special Rule for Check Card Purchases

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

- (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 mailed you the advertisement for the property or services.



10/07

VISA CHECK CARD APPLICATION



VISA Check Card New Request / Re-Order

Date: _____

Primary Account
Holder Name: _____Address: _____

Home Number: _____

Work Number: _____

Social Security No.: _____

Mothers Maiden Name: _____

Date of Birth: _____

Checking Account No. to access: _____

Joint Account
Holder Name: _____

Social Security No.: _____

Joint D.O.B.: _____

Signatures: I understand that my credit record may be checked for the purpose of approving this application. Furthermore, by signing this form, I (we) acknowledge receipt of attached disclosures required by the Electronic Funds Transfer Act (Regulation E).

Primary Account
Holder: _____Joint Account
Holder: _____**Check appropriate box:**

- New Card New Card for Joint Owner
 Re-Order/Replacement (\$3.00 fee) Request PIN #



Return completed form only to:
One Coca-Cola Plaza • USA 215 • Atlanta, GA 30313
Fax # (404) 676-8894

Office Use Only:

Approved and ordered by: _____

VISA Check Card

By this application to The Coca-Cola Company Family Federal Credit Union for the issuance of The Coca-Cola Company Family Federal Credit Union VISA Check Card, you, the card holder, agree to the following regulations applicable to the card and the user:

The Credit Union, upon application and acceptance, will issue you a VISA Check Card. Shortly after you receive your card, you will receive a four (4) digit Personal Identification Number (PIN). This number will validate the access card for your use. If after making the request for a card you choose not to use the card, please destroy the piece of paper that was mailed to you containing your PIN. Do not write your PIN on your access card or carry the number with you. It is best to memorize the number to prevent fraudulent use of the card. Validation of your access code (PIN) will occur upon its use to access your account.

The Credit Union may, at any time and without notice to the card holder, permit additional types of transactions to be performed through the use of the card, or delete types of transactions which could therefore be performed through the use of the card and change or add to the limitations applicable to this type of transaction.

Your VISA Check Card is a multiple purpose card. The available uses are:

- 1. Purchases from Merchants.** You may use your card to make purchases from merchants just like you would use a credit card. However, the amount of your purchase will be deducted from your checking account instead of appearing on a credit card monthly statement as a charge purchase.
- 2. Cash Advances.** You may use your card to obtain cash advances from participating institutions just like you would use a credit card. However, the amount of your cash advance will be charged directly to your checking account instead of appearing on a monthly credit card statement.
- 3. Automatic Teller Machines.** You may use your card with your personal identification number (PIN) at automatic teller machines in participating networks in which The Coca-Cola Company Family Federal Credit Union is a member. Available transaction is: available balance in checking, predesignated savings account and or CLC, less any authorized but unsettled purchases.
- 4. Purchases from Merchants Through Point-of-Sale Terminals.** At those merchants where purchases may be made through point of sale terminals, you may use your card at these terminals. The amount of your purchase will be charged directly to your checking account.
- 5. Checking Account Overdraft Loans.** Since the use of your card means direct charges to your account, an established loan line of credit may be accessed through an overdraft loan to your checking account, or funds may be drawn from your predesignated savings account.

Set forth below are the agreements and disclosures applicable to your VISA Check Card issued by The Coca-Cola Company Family Federal Credit Union.

VISA CHECK CARD AGREEMENT

This is the general agreement covering your use of VISA Check Card: If an overdraft loan to your checking account results from your use, refer to the Checking Account Agreement Overdraft Transfer Clause which follows. If you have a joint account, both of you are bound by this agreement and each of you are responsible for payment of the entire amount which may become due. This agreement applies only to the designated share draft account.

- 1. Authorization for Payment.** When you use your card or permit someone else to use it for a purchase or cash advance, you authorize us to charge your deposit account for the amount involved.
- 2. Lost or Stolen Cards; Unauthorized Use.** NOTIFY US IMMEDIATELY if you believe your card is lost or stolen, or if you believe an unauthorized use of your card or personal identification number has occurred or may occur. FOR LOST OR STOLEN CARDS, CALL IMMEDIATELY: 1-800-442-4757.

- (a) Liability disclosure. Tell us AT ONCE if you believe your VISA Check Card or PIN has been lost or stolen. 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 two business days, you can lose no more than \$50 if someone used your VISA Check Card or PIN without your permission. (If you believe your VISA Check Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than

\$50 if someone used your VISA Check Card or PIN without your permission.) If you do NOT tell us within two business days after you learn of the loss or theft of your VISA Check Card or PIN, and we can prove we could have stopped someone from using your VISA Check Card or PIN 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, 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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 3. Business Days.** Our normal business days are: Monday through Friday, excluding holidays.
- 4. Transactions Available at Automatic Teller Machines.** All transactions are subject to proof and verification by financial institution of account. For security reasons there are limits on the dollar amounts of certain transactions you can make at these automatic teller machines.
- 5. Fees.** There will be no separate fees for VISA Check Card transactions. However, each transaction may be treated like a share draft for purposes of computing any applicable charges for your share draft account. Such charges are disclosed on the Credit Union's separate schedule of rates and fees as provided to you. Fraud control services, such as handling of lost or stolen cards, will result in additional fees. The Credit Union retains the right to impose a minimum balance requirement and/or per transaction fee for card transactions.
- 6. Account Information Disclosure.** We will disclose information to third parties about your account transactions:

- If necessary for completing transactions, 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.

TRANSFER OF INFORMATION: Generally a Federal Agency must tell you if any records obtained from a financial institution are transferred to another Federal Agency.

PENALTIES: If a Federal Agency or financial institution violates the financial privacy act, you may sue for damages or seek compliance with the law. If you win, you may be repaid your attorney's fees and costs.

Either the Credit Union or card holder may terminate their agreement as to any card and revoke the card at any time. The card holder shall be relieved of liability as to the transaction occurring after such termination, but no such termination shall affect any liability of the card holder to the Credit Union with respect to transactions initiated through the use of the card before termination. Upon any termination the card shall be returned to the Credit Union. The Credit Union may amend these regulations and any agreement concerning the card in any respect at any time by mailing a copy of such amendment to card holder's at card holder's address as then shown on the records at the Credit Union, and such amendments shall be and become effective five (5) days subsequent to the date of such mailing unless card holder has theretofore returned the card to the Credit Union and terminated the agreement pertaining thereto.

- 7. Right to Receive Documentation.** A receipt or sales slip will be provided to you for each transaction. This receipt shall, subject to verification of items deposited by you at an automatic teller machine, constitute prima facie proof of the transaction evidenced by the receipt or sales slip. Your regular monthly share draft account statement will identify and describe your VISA Check Card transactions.
- 8. No Stop Payment.** Since VISA Check Card transactions result in direct charges to your share draft account, there are no stop payment privileges.

9. Liability of The Coca-Cola Company Family Federal Credit Union.
The Credit Union shall be liable to a card holder for damages caused by:

- The Credit Union's failure to make an electronic transfer of funds in a timely manner and in the amount requested when properly instructed to do so, EXCEPT:
 - If your account has insufficient funds.