#### U. S. I. FEDERAL CREDIT UNION

#### VISA CHECK CARD AGREMENT

By signing the application, you acknowledge that you have requested a Visa Check card and a personal identification number (PIN) to be issued to you to access funds on deposit with this credit union. You agree that the use of the card will be governed by the terms, conditions and disclosures contained in this agreement. The terms and conditions governing the account(s) accessed by your card and PIN also are applicable. In the event of a conflict between the disclosures and the terms and conditions governing the account(s), the disclosures will govern.

Use of the card and PIN by you or by anyone authorized by you, or by a joint owner of the account, constitutes authorization for the credit union to charge your account for the amount of the transaction and all applicable fees. You understand and agree that, unless otherwise agreed to by all parties to the account, any joint owner of an account which may be accessed by the card and PIN may request, receive and use a Visa Debit card and PIN, provided that the person requesting the card is a joint owner of all accounts which may be accessed by the card.

Any transaction which results in a negative balance of the affected account will be subject to the overdraft provisions and procedures applicable to that particular account, or the entire amount of the negative balance must be paid to the credit union upon demand. In addition, you will be charged an overdraft fee of \$20.00 to reimburse the credit union for the costs associated with processing the overdraft. The credit union may change this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your account (s), you will be given at least 21 days prior notice of the change. The credit union may cancel your card at any time. The card remains the property of the credit union and you agree to return the card to the credit union upon termination of this Agreement or as otherwise may be requested by the credit union. If your card is lost or damaged and you request issuance of a new card, or if it is replaced for any reason, you will be charged \$10.00 for each such new card. Statements, notices and any applicable disclosures will be mailed to you at the most recent address you have given the credit union. If there is more than one owner of the account, notice sent to any one owner will be considered notice to all.

You will want to be aware of the following features of your debit card: (1) after you have authorized a transaction at a point-of-sale terminal, you do NOT have the right to stop payment on the transaction; and (2) after you have made a purchase, you do not have the right to seek from us a cash refund or reversal of the transaction. Also, when you use your card at a point-of-sale terminal, whether to purchase goods or services or to obtain cash, the merchant may obtain a preauthorization for the transaction. When this happens, we place a 3 day "hold" on your account for the amount of the merchant's preauthorization request.

## TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You may use your card with your personal identification number (PIN) to (1) withdraw from your checking account (2) pay for purchases at places that have agreed to accept the card; and (3) learn the balance in the account. You may withdraw cash or make purchases up to the balance in the account up to a maximum of \$300. a day for ATM withdrawals and \$1500. per day for point-of-sale transactions (These amounts may vary according to the criteria set by the credit union.) Monday through Thursday you may withdraw cash or make purchases up to the balance in your account up to a maximum of \$300. a day (or the amount set by the credit union) for ATM withdrawals and \$1500. a day (or the amount set by the credit union) for point-of-sale transactions. You may use your card without a PIN to pay for purchases at places that have agreed to accept Visa cards. You may make purchases up to the balance in your Share Draft account or \$1500. per day.

# DISCLOSURE OF CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

We will charge you \$1.00 for each cash withdrawal you make using your card at an ATM. If you attempt any service or type of transaction which is not available to you under this agreement, you will be charged \$1.00 for each attempted service or transaction.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the withdrawals or purchases you make: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; (3) in order to comply with government agencies or court orders; or (4) if you give us your written permission.

## DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

A transaction receipt will be available to you at the time you make any transaction involving withdrawals or transfers to or from your account using an ATM or point-of-sale terminal which accepts your card. However, this transaction receipt is not final because each transaction is subject to verification by us. If there is a discrepancy between the transaction receipt and our records, our records will control. You will receive a monthly statement from us for your checking account. If you have arranged to have direct deposits made to your account at least every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send the money. You may also call us at (713) 209-1255 or (713) 209-1311 to find out whether or not the deposit was made.

## DISCLOSURE OF LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a transfer to or from your account or in the correct amount according to our agreement with you, we will be liable for your losses or damages directly caused by our failure to complete the transaction. However, there are some exceptions. We will NOT be liable, for instance: (1) if, through no fault of ours, you do not have enough money in the account to make the transfer or there are not enough funds in your account that are immediately available for completing the transfer (for example), if you have deposited an out-of-state check and it has not yet cleared); (2) if the ATM where you are making the

#### ERROR RESOLUTION DISCLOSURE

In case of errors or questions about your electronic transfers, telephone us at:

(713) 209-1255 or write us at U. S. I. Federal Credit Union P. O. Drawer D Deer Park, TX 77536

as soon as you can if you think your statement or transaction receipt is in error, 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 send the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number
- 2. Describe the error or the transfer 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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (1) business days. We may also require you to put your complaint or question into the form of a sworn affidavit by which you state that wrongful activity has occurred or may occur.

We will tell you the results of our investigation with ten (1) business days after we hear from you, and we 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 recredit your account with ten (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 ten (10) business day, we may not recredit your account. If the transaction you believe to be in error resulted from a point-of-sale debit card transaction, or if it took place outside the United States, then we may take up to twenty (20) business days to investigate your complaint or question. If we need more time, we may take up to ninety (90) days. If we decide to take additional time, we will recredit the account in question within twenty (20) business days for the amount you think is in error.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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### Check Card Facts - General Information for Members

- Debit card is not a credit card. It looks like a credit card but works like a check. Merchants will treat it as a credit card as they will not know the difference. The card is swiped for authorization just as with a credit card.
- 2. Member signs and keeps a receipt of each transaction
- 3. Any transaction done with a debit card will be automatically debited from the member's checking account
- 4. All transactions will post to the member's monthly checking account statement
- Debit cards may be used anywhere that accepts VISA and where a check would normally be written, such as a grocery store, cleaners, department store, gas stations, restaurants, etc.
- 6. When using the debit card for retail purchases, a PIN # is not necessary just sign and go.
- 7. If the debit card is used to withdraw funds from checking account through an ATM transaction, a PIN # is necessary
- 8. The VISA Check Card will replace the current ATM card.