



# VISA CHECK CARD AGREEMENT AND DISCLOSURE STATEMENT

## West Branch Valley Federal Credit Union

In this Agreement and Disclosure Statement (“Agreement”), the words “you” and “your” mean each and all of those who agree to be Bound by this Agreement; “Card” means the Visa Check Card any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Check Card; “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement; and “Transaction” means use of the Card or the Account number on the Card, and a Personal Identification Number or Code (“PIN”) when required, to perform a transaction with the card.

**1. Issuance of Card.** You have requested the Credit Union to issue you a Card that can be used to access funds in your Account. The Credit Union will issue you a PIN that must be used with the Card for Transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it down where it is available to others.

**2. Responsibility for Transactions.** You are responsible for all Transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all Transactions involving the Account are binding on all Account holders. Section 10 below tells you about your responsibility for unauthorized transactions.

**3. Use of the Card.** You may use the Card and PIN to:

- withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA cards.

You may use the Card without the PIN to:

- purchase goods or services at places that accept VISA cards (these are point of sale or POS transactions)
- order goods or services by mail or telephone from places that accept VISA cards.
- make automatic payments from your Account to pay bills or other charges, provided that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all ATM machines or POS terminals.

To have the Transaction processed as a Visa Check Card Transaction, you must press the “Credit” button on the keypad the merchant gives you. They are processed like credit card transactions so you must press the “Credit” button. (Most merchants do not currently use these keypads, but they are common in certain parts of the U.S.).

Use of the Card, the Account number on the Card, the PIN or any combination of the three for automatic payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account.

Use of the Card is subject to the terms and conditions of your account and any future changes to your Account may affect your use of the Card.

**4. Overdrafts.** You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

**5. Limitations on Dollar Amounts and Frequency of Transactions.** The following limitations apply to the use of the Card:

- You may make nine (9) Visa Check Card purchases per day.
- You may purchase up to a maximum of \$1,000.00 per day.
- You may withdraw up to a maximum of \$300.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may make nine (9) POS transactions in one day.
- You may purchase up to a maximum of \$1,000.00 from POS terminals per day, if there are sufficient funds in your account.

**6. Charges for Transactions.** The amount of any charges will be deducted automatically from your Account.

- Transaction Fee - \$1.00 per ATM transaction. (May be charged).
- Insufficient Funds Fee (NSF) - \$30.00 per item.
- Transfer from Shares (overdraft protection) - \$5.00 per transfer.
- The credit union has the right to charge a \$50.00 fee to investigate fraudulent transactions

**7. Right to Receive Documentation of Transactions.**

- You will receive a receipt at the time you make any Transaction using an ATM or point of sale terminal.
- You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no Transactions in a particular month. In any case, you will be sent a statement at least quarterly.

**8. Business Days.** The business days of the Credit Union are:

Monday through Friday – 9:00 a.m. to 5:00 p.m.

Holidays are not included.

**9. Disclosure of Account Information to Third Parties.** The Credit Union will disclose information to third parties about your Account or the Transactions you make:

- (1) when it is necessary for completing Transactions; or
- (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission.

**10. Liability for Unauthorized Transactions.** Tell the Credit Union **AT ONCE** if you believe your Card 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 have one). If you tell the Credit Union after two (2) business days, you can lose no more the \$50 if someone used your Card without your permission.

Also, if your statement shows Transactions that you did not make, tell the Credit Union at once. If you do not tell the Credit Union 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 the Credit Union can prove that it 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 the Credit Union, the time periods will be extended.

**11. How to Notify the Credit Union in the Event of an Unauthorized Transaction.** If you believe the Card or PIN Has been lost or stolen or that someone has transferred Or may transfer money from your Account without your Permission call: **(570) 323-9407**.

To write: **West Branch Valley Federal Credit Union  
1640 High Street  
Williamsport, PA 17701-4498**

**12. Notice of Varying Amounts.** If the preauthorized payments/Transactions may vary in amount, the person you are going to pay will tell you, ten (10) days before each Transaction, when it will be made and how much it will be. You may choose instead to get this notice only when the payment/Transaction would differ by more than a certain amount from the previous payment/Transaction, or when the amount would fall outside certain limits that you set.

**13. Refusal to Honor Card.** The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

**14. Liability for Failure to Make Transactions.** If the Credit Union does not complete a Transaction to or from your Account on time or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable, for instance:

- If, through no fault of the Credit Union's you do not have enough money in your Account to make the Transaction.
- If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.
- If the automated teller machine where you are making the Transaction does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
- If your account is subject to legal process or other claim.
- If you use a damaged or expired access device or an access device that has been reported lost or stolen.
- If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
- For preauthorized Transactions, if through no fault of the Credit Union, the payment information for a preauthorized Transaction is not received.

**15. Rules of Account.** All Transactions covered by this Agreement are also subject to all rules and agreements that govern the Account(s) being debited or credited in connection with a Transaction, except as modified by this Agreement.

**16. Foreign Transactions.** Purchases and cash advances made in foreign currencies will be debited from your account in US dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of one percent of the amount of the transaction, calculated in US dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in US dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of US military bases, US territories, US embassies or US consulates.

**16. Effect of Agreement.** Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.

**17. Additional benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**18. Change in Terms.** 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 Accounts, you will be given at least twenty-one (21) days prior notice of the change.

**19. Termination of Account.** The Credit Union reserves the right To cancel your card at any time. You also may cancel your Card at any Time. The Card remains the property of the Credit Union . If either you Or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

**21. No Waiver.** The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.

**22. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**23. General.** To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

**24. Signatures.** By signing in the Signature area of the application from when you received it, you agree to the terms of this Agreement. You should retain this Agreement for your records.

## Error Resolution Notice

In Case of Errors or Questions About Your Card: Telephone us at (570) 323-9407 or write us at West Branch Valley Federal Credit Union, 1640 High Street, Williamsport, PA 17701-4498 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction 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.

- (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.

If you tell us orally, we may require that you send us your complaint or question in writing within (10) business days.

We will tell you the results of our investigation within 10 business days

(20 business days for POS Transactions or if the Transaction is initiated outside the United States) 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 [ninety (90) days for POS Transactions or if the Transaction is initiated outside the United States] to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) business days [twenty (20) business days for POS Transactions or if the Transaction is initiated outside the United States] 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 in writing and we do not receive it within ten (10) business days, we may not recredit your Account.

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.