



VISA DEBIT CARD AND ATM CARD AGREEMENT AND DISCLOSURE

ALL MEMBERS: Your retention and/or use of the PVFCU Visa Debit or ATM card constitutes an agreement between you, and any joint owner of this account, and Park View Federal Credit Union (PVFCU). 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 Debit Card OR ATM card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your Visa Debit Card or ATM 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. You can choose a PIN through the TELEPIN phone number provided by the Credit Union or the Credit Union can 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 on the card or where it is available to others. Sign your card immediately upon receipt. ("See ID" does not constitute a signature.) See #11 Liability for Unauthorized Transactions. Cards that are lost or stolen may be replaced for a fee* provided the member notifies PVFCU immediately upon discovery of the loss. In the event that a card is lost or stolen more than one time, a request for replacement may be denied.

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 11 below tells you about your responsibility for unauthorized transactions. Section 26 below tells you about Card restrictions associated with a Health Savings Account. You may not use your Visa Debit Card or ATM Card for any illegal transactions which may include internet gambling in certain jurisdictions.

3. **Use of Card(s).** You may use the Visa Debit Card or ATM card and PIN to withdraw cash from your Account at ATMs, certain merchants, or financial institutions on the **CIRRUS, CU24, or MoneyPass** networks or other networks as they become available. Some merchants may allow you to conduct point-of-sale (POS) debit transactions using the PIN and may provide cash back. You may use the Visa Debit Card without the PIN to purchase goods or services (POS) at places that accept **VISA** debit cards, to order goods or services by mail or telephone from places that accept **VISA** debit cards, to make automatic payments from your Account to pay bills or other charges, provided that the recipient agrees to accept payments in this way. Some of these services may not be available at all ATM machines or POS terminals. To have Visa Debit card Transactions processed without using a PIN or if the merchant does not accept PIN-based Visa debit, you must press the "Credit" button on the keypad the merchant provides. These transactions will be processed through the Visa credit card system and require a signature. Use of the Visa Debit 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 debit products 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. Transactions may post immediately. 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 or Health Savings Account. All PVFCU overdraft policies are in effect and may be enforced regarding Electronic Funds Transfer (EFT) transactions. An EFT is any transaction involving funds, initiated through an electronic terminal or telephone, authorizing PVFCU to debit or credit your account. A limit of six (6) electronic transfers is permitted from your share savings account per month. This includes ATM transfers, Automatic Overdraft Transfers, and ACH electronic debits.

5. **Limitations on Dollar Amounts and Frequency of Transactions.** The Credit Union may set limitations on the use of the card. These limitations may include, but are not limited to, maximums set per transaction and/or maximums set per day for purchases and ATM cash withdrawals. (You can request an increase in your daily card limit. Provide your request in writing and forward to the Credit Union, attention: Manager. When requesting an increase, you give PVFCU authorization to obtain a credit report. We reserve the right to decline requests for limit increases.)

6. **Charges for Transactions.** The amount of any charges will be deducted automatically from your Account. See the fee schedule for the Insufficient Funds Fee (NSF) which is subject to change. Two (2) ATM transactions at a Non-PVFCU owned machine may be done without a fee from PVFCU. Balance inquiries at non-PVFCU owned ATMs will incur a fee, and a fee will be charged for a withdrawal or transfer after the first two ATM transactions (including balance inquiries) per month (see service schedule). Additional surcharges may be assessed by the machine's owner. You will be informed of those charges before the transaction occurs.

7. **Right to Receive Documentation of Transactions.** A receipt must be provided at the time you make any Transaction using an ATM or point of sale terminal. You will be sent a periodic Account statement showing the Transactions made with the Card. It is your responsibility to thoroughly check your statement and report any discrepancies according to the ERROR RESOLUTION NOTICE attached to this agreement.

8. **Deposit Availability.** Deposits made at an ATM machine are not immediately available. Cash deposits will be available for withdrawal on the following business day. Check deposits will be available based on current check hold policies, but no more than 3 business days unless you are notified by the credit union. Deposits made after 2:00 PM are to be considered the next business day.

9. **Business Days.** The business hours of the Credit Union are Monday thru Thursday from 9:00 a.m. to 5:00 p.m. EST and Friday 9:00 a.m. to 6:00 p.m. EST. We are open Saturday 9:00 a.m. to 12:00 p.m. EST but Saturdays are not considered a regular business day for the purposes of electronic transactions. Holidays are not included.

10. **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, (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 agency or court orders, or (4) if you give us your written permission.

11. **Liability for Unauthorized Transactions.** You must sign your card with your signature on the provided strip immediately upon receipt of the card. If your card is not signed and you have unauthorized usage of the card, you may be liable for the loss. (Writing "see ID" does not constitute a signature.) 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. **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: (540)434-6444 or toll free 1-888-900-6444. See ERROR RESOLUTION NOTICE at the bottom of this disclosure.** To report a lost or stolen Visa Debit Card after hours, call VISA at 1-800-264-5578. If someone used your Card without your permission, your liability is \$0, however, you may be responsible for fraudulent charges if the Credit Union can prove that you exercised negligence in handling your card or PIN number. 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 a good reason (such as a long trip or a hospital stay) kept you from telling the Credit Union, the time periods may be extended.

12. Right to Stop Preauthorized Transactions. YOU DO NOT HAVE THE RIGHT TO STOP PAYMENT ON ANY POINT OF SALE TRANSACTION OR ANY TRANSACTION YOU PERFORM AT AN ATM.

13. Refusal to Honor Card. The Credit Union is not liable for the refusal or ability 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. Credit Union Liability. 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 may not be held liable for your losses or damages:

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, or if the account is pledged as security for a loan.

If you use a damaged or expired access device (card) or an access device that has been reported lost or stolen.

If the Credit Union believes that something is wrong - for example, that you're Card has been stolen.

The above items are for example purposes only and transactions that the Credit Union cannot be held liable for shall not be limited by the listed examples.

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. Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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.

17. 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.

18. 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.

19. Change in Terms. The Credit Union may change this Agreement from time to time. 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.

20. 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 or if any of the following occur: unauthorized or authorized use of the card which results in a monetary loss to the Credit Union; loan delinquency with PVFCU (a late loan on your account may also limit your withdrawal capabilities with your Visa Debit or ATM card), forced closure of a PVFCU draft account and/or accumulated unpaid returned check or other fees. 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. We may require \$50.00 to remain in the account up to 30 days from the date the card is relinquished before closing your account.

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. PIN Use. Your Visa Debit card also allows you to conduct transactions on the PULSE® debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

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

26. Health Savings Account Restrictions. Any withdrawals made from your Health Savings Account with the Card will be reported to the IRS as distributions from your HSA Account for "qualified medical expenses" permitted under federal tax law. Withdrawals used for purposes other than to pay for "qualified medical expenses" will be taxable as income and maybe subject to additional penalties. You can authorize your spouse to make HSA withdrawals. Thus, you can get a debit card for your spouse, or allow your spouse to sign share drafts written on your HSA account. Therefore, if your spouse is a joint owner on your member account at PVFCU on which the HSA is a sub-account, that constitutes authorization by you, the HSA owner, for your spouse to make HSA withdrawals. I understand that PVFCU is not responsible for the tracking, for taxes or any other purpose, of how funds are disbursed from this Health Savings Account.

You can check your account in MoneyView Online. Log in at www.pvfcu.org. Balances are updated every business day.

ERROR RESOLUTION NOTICE

In case of errors or questions about your card, call us at (540) 434-6444, or Toll free-(888) 900-6444, or write to us at Park View Federal Credit Union, 1675 Virginia Avenue, Harrisonburg, VA 22802 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. When you contact us, (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 five (5) 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 provisionally credit your Account within five (5) 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 five (5) business days, we may not credit your Account. If we determine 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.