

VISA® DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

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 Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the Share Draft account designated on the application for your Card; “Credit Union” means Universal 1 Credit Union 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 of Code (PIN) when required, to perform a transaction with the Card.

1. **ISSUANCE OF CARD:** You have requested the Credit Union to issue a Card that can be used to access funds in your Account. The Credit Union will issue a PIN or you may select your own PIN at any Universal 1 Credit Union location 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 11 below tells you about your responsibility for unauthorized Transactions.

3. **USE OF THE CARD:** You may use the Card:

a. without the PIN to purchase goods or services at places that accept Visa cards (these are Point-of-Sale or POS transactions). You may also order goods or services by mail, telephone or internet.

b. to receive cash advances at financial institutions that accept Visa.

c. for ATM transactions, such as withdrawals, deposits, transfers and loan payments. Deposits can only be made in the State of Ohio or at proprietary ATMs (owned and operated by Universal 1). An automatic two (2) business day hold is placed on such deposits. Deposits may be placed on an extended hold. We will notify you of any extended hold, and when the funds will be available. Deposits (cash or checks) to non-proprietary ATMs may not be available until the fifth business day after the date of the deposit.

Some of these services may not be available at all locations. Use of the Card is an order by you for the withdrawal of the amount of the transaction from your account. Use of the Card is subject to the terms and conditions of your account. Any future changes to your account may affect your use of the Card.

4. **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS:** You may complete a maximum of nine (9) Transactions per day, of which five (5) may be ATM withdrawals. You may not exceed five (5) ATM withdrawals per day. The minimum ATM withdrawal amount is \$20. You may also be limited by certain ATM limits as well as your available Account balance.

5. **CHARGES FOR ATM TRANSACTIONS:** We do not charge for deposits and fund transfers at our ATMs. You may be charged a fee for balance inquiries and excessive withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or related ATM networks (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). See General Fee Schedule. A complete list of proprietary ATMs can be obtained at www.universal1cu.org or by writing Universal 1 Credit Union, Inc., Attn: Card Services, P.O. Box 467, Dayton, Ohio 45409. When a purchase is made in a foreign country, the transaction amount is converted to U.S. dollars and a 1% currency conversion fee is added.

6. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from your Account using an ATM, merchant, or POS terminal. You will be sent a monthly Account statement showing the Transactions made with the Card. Sales or cash advance drafts for those Transactions will not be returned with this statement. You will retain the copies of such drafts that were furnished at the time of the Transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your account statement for errors, discrepancies, or improper Transactions. Photocopies or drafts will be furnished on request for a charge.

7. **BUSINESS DAYS:** Business days of the Credit Union are Monday through Friday, excluding legal holidays.

8. **RETURNS:** Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union, and your Account will be credited.

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 when: (1) 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 a government agency or court orders; or (4) if you give us your permission.

10. **LIABILITY FOR UNAUTHORIZED USE:** You are required to 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 revolving credit line and shares used to cover overdrafts).

a. For loss or theft of a card, if you tell the Credit Union within two (2) business days, you can lose nothing if someone used your card without your permission. If you do NOT tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, and the Credit Union can prove it could have stopped someone from using your Card without your permission if you had told the Credit Union, you could lose as much as \$50. Should (1) fraud or gross negligence (such as writing your PIN on your card), (2) use of an automated teller machine (ATM), (3) use of a card issued outside of the U.S. or an Interlink card, or (4) other unauthorized use not involving loss or theft of a card, be involved, your liability will be determined as noted in subsection b, below.

b. For all other unauthorized card uses, including the exceptions noted in subsection a, above, if you tell the Credit Union within two (2) business days after you learn of the loss or theft or unauthorized use, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell the Credit Union within two (2) business days after you learn of the loss or theft or unauthorized use of your Card, and the Credit Union can prove it could have stopped someone from using your Card without your permission if you had told the Credit Union, you could lose as much as \$500.

c. 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 it in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

11. **GAMBLING AND UNLAWFUL TRANSACTIONS PROHIBITED:** You agree not to use the card for (a) gambling, or (b) for any purpose prohibited by state or federal law, either at the place the transaction is initiated or at the place conducted. Your use of the card for any transaction constitutes your warranty that the transaction does not violate any provision of law and is not otherwise prohibited. You agree that neither Universal 1 Credit Union, Visa International, nor their agents shall be liable for any claim related to any transaction you authorize which may in fact be unlawful.

12. **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 withdrawn or may withdraw money from your account without your permission, call: [937/225-6800](tel:937/225-6800) or [800/762-9555](tel:800/762-9555) (after business hours: [800/991-4965](tel:800/991-4965)) or write to: Universal 1 Credit Union, Inc., P.O. Box 467, Dayton, Ohio 45409.

13. **RIGHT TO STOP PAYMENT AND PROCEDURE:** If you have arranged in advance to have regular payments made from your account, you can stop any of these payments by calling the Credit Union at [937/225-6800](tel:937/225-6800) or [800/762-9555](tel:800/762-9555), or write to: Universal 1 Credit Union, Inc., P.O. Box 467, Dayton, Ohio 45409, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Credit Union may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order the Credit Union to stop one of these payments three (3) business days or more before the Transaction is scheduled, and we do not do so, we will be liable for losses or damages you are able to prove.

14. **STOP PAYMENT WAIVER:** You waive the right to stop payment on any draft issued against your account which has been properly guaranteed.

15. **REFUSAL TO HONOR CARD:** The Credit Union is not liable for the refusal or inability of an 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.

16. **LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:** If the Credit Union does not complete a Transaction on your Account on time or for the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses or damages you are able to prove. However, there are some exceptions. The Credit Union will NOT be liable under the following circumstances:

- a. if, through no fault of the Credit Union you do not have enough money in your Account to make the withdrawal;
- b. if, the ATM where you are making the Transaction does not have enough cash;
- c. if, their terminal or system was not working properly and you knew about the breakdown when you started the Transaction;
- d. if, circumstances beyond our control (such as fire, flood, other acts of God) prevent the Transaction, despite reasonable precautions that we have taken;
- e. if, your Account is subject to legal process or other claim;
- f. if, you use a damaged or expired Card and/or PIN or one that has been reported lost or stolen;
- g. if, the Credit Union believes that something is wrong, for example, that your card has been stolen; or
- h. as otherwise provided in regulations of the Board of Governors of the Federal Reserve System.
- i. For preauthorized Transactions, if through no fault of the Credit Union

17. **RULES OF THE ACCOUNT:** All Transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.

18. **FOREIGN TRANSACTIONS:** Transactions initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international Transactions established by Visa International, Inc. or Mastercard through whose facilities such Transactions are handled.

19. **THIS AGREEMENT SUPERSEDES ALL OTHERS:** Even though the sales, cash advances, 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.

20. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The Credit Union may from time to time offer additional services for 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

21. **CHANGE IN TERMS:** The Credit Union may amend 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, you will be given at least twenty-one (21) days prior notice of the change.

22. **TERMINATION OF ACCOUNT:** The Credit Union reserves the right to cancel your Card at any time without notice. You also may cancel your Card at any time. If the Credit Union cancels your Card, you must agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

23. **NO WAIVER:** The Credit Union can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.

24. **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 joint account owner will be considered notice to all.

25. **GENERAL:** To the extent permitted by law, you agree to pay all costs of collecting amounts you owe or that we incur to enforce this agreement, including Court costs and our attorney fees.

26. **GOVERNING LAW:** This agreement will be governed by and construed in accordance with the laws of the State of Ohio.

27. **SIGNATURES:** By signing in the Signature area of the application form, or by using the Card, you agree to the terms of this Agreement.

Retain This Disclosure For Your Records.

BILLING RIGHTS NOTICE

In case of Errors or Questions About Your Electronic Transfers:

Telephone us at 937/225-6800 or 800/762-9555. Write us at Universal 1 Credit Union, Inc., P.O. Box 467, Dayton, Ohio 45409 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.

- (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 an 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 (10) business days.

We will tell you the results of our investigation within ten (10) 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 re-credit your account within ten (10) business days, so that you will have use of the money during the time it takes us to complete our investigation. For Point-of-Sale transactions, transactions outside of the U.S., or transfers that occur within 30 days of the first deposit to the account, we may take up to twenty (20) business days to correct any error or take up to ninety (90) days to investigate. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account, or, we may reverse the credit to your account, if a credit was made.

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.

