

KEMBA Roanoke Federal Credit Union Check 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 KEMBA VISA Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your Check Card; the "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 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 and 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, providing 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 terminals.

When using your Card, a merchant may require you to process the transaction as a "Debit" or "Credit". To have the transaction processed as a debit card transaction, you must press the "Credit" button on the keyboard the merchant gives you. The "Debit" button is for on-line transactions, but transactions with your Card are not processed on-line. They are processed like credit card transactions so you must press the "Credit" button. (Most merchants do not currently use the keyboards, but they are common in certain parts of the U.S.)

The card may not be used for any illegal transactions. Use of the Card, the Account number on the Card, the PIN or any combination of the three for 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 agree not to use your Check Card for transactions that would cause a withdrawal from a type of account that you do not have or that would cause your account to be overdrawn.

(6) Charges for Transactions. The amount of any charges will be deducted automatically from your Account. You will be automatically charged \$1.00 for any ATM transaction in excess of 6 within a month.

(7) Right to Receive Documentation of Transactions. You will receive a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal. You will be sent a monthly Account statement showing the Transactions made with the Card.

(8) Business Days. The business days of the Credit Union are: Mon, Tues, Thu, Fri – 8:30am – 5:00pm; Wed – 9:30am – 5:00pm; holidays are not included.

(9) Disclosures of Account Information to Third Parties. The Credit Union will disclose information to third parties about your Account or the Transactions you make: when it is 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.

(10) Liability for unauthorized use of your VISA check card. Tell us AT ONCE if you believe your VISA check card has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

If your card is lost or stolen, your liability for unauthorized VISA transactions with the card, other than transactions at an ATM, is zero (\$0) if you notify us within 2 business days after discovering that your card is lost or stolen and a maximum of fifty dollars (\$50) if you notify us after 2 business days. Your liability for other assertions of unauthorized VISA transactions, other than unauthorized use at an ATM, is a maximum of \$50. The provisions of this paragraph do not apply if you were grossly negligent or fraudulent in the handling of your account or card.

If we determine that the unauthorized use situation involving your VISA check card account is not covered under the previous paragraph, your liability will be determined under this paragraph. You would lose all the money in your Account (plus your maximum overdraft line of credit, if you have one). If you believe your card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove it could have stopped someone from using your card 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 60 days after the statement was mailed or made available to you, you may not get back any money you lost after the 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 a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(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: 540-387-5269, non-office hours call 1-800-991-4961. To write the Credit Union: KEMBA Roanoke FCU, 2812 W. Main St., Salem, VA, 24153-1370.

(12) Right to Stop Preauthorized Payments and Procedure for Doing So. If you have arranged in advance to have regular payments made from your Account, you can stop any of these payments. Here's how: Call the Credit Union at 540-387-5269 or write us at 2812 W. Main St., Salem, VA, 24153-1370, in time for us to receive your request five (5) 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 14 days after you call.

(13) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order the Credit Union to stop one of these payments five (5) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(14) Notice of Varying Amounts. If the preauthorized payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose, instead, to get this notice only when the payment would differ

by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(15)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.

(16)Liability for Failure to Make Transfers. If the Credit Union does not complete a transfer 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 transfer.
- ◆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 transfer does not have enough cash.
- ◆If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆If circumstances beyond our control (such as fire or flood) prevent the transfer, 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, your Card has been stolen.
- ◆For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

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

(18) Foreign Transactions. Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be at: (1) the wholesale market rate, or (2) the government mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).

(19) 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.

(20)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.

(21)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.

(22)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.

(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 them.

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

(25) 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.

(26) Signatures. By signing the Signature area of the application form on this Agreement when you received it, you agree to the terms of this Agreement. A copy of this Agreement will be sent to you for your records.

BILLING RIGHTS NOTICE

In case of errors or questions about your card, telephone us at 540-387-5269 or write us at KEMBA Roanoke FCU, 2812 W. Main St., Salem, VA, 24153-1370 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, contact us immediately. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Please provide your name and Account number, the dollar amount of the suspected error, and 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. If you tell us orally, we may require that you send us your complaint or questions 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 U.S.) 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 U.S. to investigate your complaint or question. If we decide to do this, we will recredit your Account within ten (10) business days, twenty (20) business days for POS transactions or if the transaction is initiated outside the U.S. 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. 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.

VISA Check Card Application

Member Name (Please Print)

Social Security #

Date of Birth

Physical Address

City, State, Zip

Home Phone

Work Phone

Member Name (Please Print)

Social Security #

Date of Birth

Physical Address

City, State, Zip

Home Phone

Work Phone

I (We) hereby apply for a KEMBA VISA Check Card and I (We) have read the VISA Check Card Agreement and Disclosure and will retain a copy of such Disclosure Statement. I (We), by signing here, agree to all the terms and conditions of such VISA Check Card Agreement and Disclosures.

Signature

Date

Joint Signature

Date

Office Use Only: Acct # _____

Approved: Basic Opportunity

Employee Initials: _____ Date: _____

CONSENT FORM FOR OVERDRAFT SERVICES

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ **What fees will I be charged if KEMBA Roanoke Federal Credit Union pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee up to \$30.00 each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

➤ **What if I want KEMBA Roanoke Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (800) 735-3622, or complete the form below and present it at a branch or mail it to: 2812 W Main Street; Salem, VA 24153.

____ I want KEMBA Roanoke Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____

Date: _____

Account Number: _____