



## VISA® DEBIT CARD DISCLOSURE FOR PERSONAL AND BUSINESS ACCOUNTS

### **VISA® Debit Card Disclosure For Personal and Business Accounts**

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" or Debit Card means Frontwave Credit Union VISA Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the personal or business account designated as the primary or business account for your VISA Debit 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 to perform a transaction with the Card. "Terminal" includes but is not limited to, Point-of-Sale/Merchant terminal (POS), Automated Teller Machine (ATM) or cash dispensing machine (CDM). "Share Draft Account" means your personal or business checking account(s). "Share Account" means your personal or business savings account(s).

**ISSUANCE OF CARD** – You have requested the Credit Union issue you a Card that can be used to access funds in your personal or business Account. You may choose a Personal Identification Number (PIN) or the Credit Union will issue you a PIN that must be used with the Card for transactions that require the use of a PIN. This number should be memorized — DO NOT write it on your Card. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union.

**RESPONSIBILITY FOR TRANSACTIONS** – You are responsible for all transactions you make with your Card or that you authorize another person to make with your Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a personal joint account or business joint account, all transactions involving the Account are binding on all Account holders. Your responsibility for unauthorized transactions is described in the section titled "Liability For Unauthorized Transactions."

### **USE OF THE CARD**

*You may use the Card and PIN to:*

- withdraw cash from your personal or business Share or Share Draft Accounts at ATMs,
- merchants, or financial institutions that accept VISA cards,
- transfer funds between your personal or business Share or Share Draft Accounts,
- make deposits to one of your personal or business accounts at the Credit Union,
- purchase goods or services at all places that allow point-of-sale (POS) transactions.

*You may use the Card without the PIN to:*

- purchase goods or services at places that accept VISA cards,
- order goods or services by mail, telephone, or Internet from places that accept VISA cards.

*Note: Some of these services may not be available at all terminals.*

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/authorization by you for the withdrawal of the amount of the transaction from your personal or business Account(s). Each transaction with the Card will be charged to your personal or business Account(s). Authorization for a Visa Debit Card transaction is considered for approval at the time of the transaction, and according to the available balance (not current balance) in your personal or business share draft account during that time. All Debit Card transactions covered by this Agreement are subject to the terms and conditions of your personal or business Account agreement with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your personal or business Account agreement may affect the use of the Card.

**OVERDRAFTS** – Funds to cover your Card transactions will be deducted directly from your personal or business Share Draft (Checking) Account. If there are insufficient funds available in your personal or business Share Draft Account to cover the transaction amount, we will transfer funds from your Share (Savings) Account, provided you've authorized this service and agreed to the Overdraft Protection Transfer Fee that will be assessed. Please see current Schedule of Fees & Charges for the amount of the fee. Otherwise, the transaction will be declined, unless you have an Overdraft Line of Credit or VISA Credit Card. See below for related information.

If you have been approved for an Overdraft Line of Credit, or VISA Credit Card, you may elect to have all overdrafts automatically covered by funds transferred from the Line of Credit or VISA Credit Card. The terms of your Line of Credit or VISA Credit Card will apply. Currently, there is no fee assessed for this service. If there are insufficient funds available from your Line of Credit or VISA Credit Card, the transaction will be declined.

If sufficient funds are not available to pay a pre-authorized VISA Debit Card transaction, and you do not have a Share Account, Overdraft Line of Credit, or VISA Credit Card agreement, the transaction will be force-paid (as required by VISA rules), and you will be required to pay the deficient balance in a timely manner. Failure to do so, will result in the Credit Union taking collection action against you.

**COURTESY PAY** – Courtesy Pay is another type of overdraft protection (with pre-approved limits), that qualifying members can receive. It is not a loan. Courtesy Pay will pay checks presented for payment against your account, even if those checks cause your account to become overdrawn. Your account will be assessed a Courtesy Pay fee (See current Schedule of Fees and Charges) each time your account is overdrawn, if the transaction results in a negative balance greater than \$20. The maximum number of fees charged in a day is five (5). You will be sent notification whenever Courtesy Pay is activated. You must repay the outstanding negative balance within 30 days, to avoid termination of Courtesy Pay services, or collection action. Courtesy Pay is not available on Business Accounts.

Courtesy Pay is also available for Debit and/or ATM Card transactions, however you must provide written authorization (Opt In) to have Courtesy Pay overdraft services on Debit or ATM Card transactions.

**LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS** – Purchases made above the floor limit of the merchant will require an authorization number from VISA. You may make ATM cash withdrawals up to \$800 each 24-hour period as long as your available balance will cover the transaction.

**CHARGES FOR TRANSACTIONS** – The Credit Union will not charge for any transactions at ATMs or POS terminals owned by the Credit Union. You will not be charged a fee for VISA Debit Card transactions processed as a credit entry at any terminal that accepts VISA. A fee will be assessed for any transaction processed as a debit entry at nonproprietary ATMs or POS terminals. Please see current Schedule of Fees & Charges. Merchants or other financial institutions may levy various fees or surcharges for transactions at ATMs or POSs they own or operate.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTION** – Depending upon the terminal, you will receive, or you may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

*Exception for Receipts for Small-Value Transfers:* You may not receive a receipt from certain terminals if the amount of the transfer is for \$15 or less. In these instances, refer to your monthly statement for documentation of the transfer.

**BUSINESS DAYS AND HOURS** – Our general business days are Monday- Saturday, excluding Sundays and Federal holidays. For specific Branch and Member Solution Center hours, please visit our website at: [www.frontwavecu.com](http://www.frontwavecu.com)

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** – The provision of exceptional quality products and services necessitates that we disclose information about you with third parties as permitted or required by law. These disclosures typically include information necessary to effect, administer, or enforce a transaction on your behalf and conduct the operations of the credit union, to follow your instructions as you authorize, or to protect the security of our financial records.

**BUSINESS ACCOUNT ERRORS OR UNAUTHORIZED TRANSACTIONS** – Timelines and liability limits for Business Account errors or unauthorized transactions are not subject to Personal Account Transaction timelines, liability limits, or error resolution requirements as mandated by Regulation E. Business Account Transaction errors will be handled on a case-by-case basis.

**IN CASE OF ERRORS OR QUESTIONS** – *In case of errors or questions about your electronic transactions:* Telephone us at 800-736-4500 on any business day, as soon as you can, if you think your statement 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 have sent or delivered to you the first statement on which the problem or error appeared. If you tell us orally, we will require you to submit your dispute within 15 business days.

If you need to dispute a card transaction, due to a discrepancy or fraud, please contact our dispute department at 866-309-4934.

We will tell you the results of our investigation within 10 days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will "provisionally" credit your account within 10 days for the amount you think is in error (less any amount for which you may be liable), so that you will have the use of the money during the time it takes us to complete our investigation. Complaints or questions must be submitted in writing or we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. We will also make arrangements for the repayment of the provisional credit. You may ask for copies of the documents that we received in our investigation.

**LIABILITY FOR UNAUTHORIZED ATM TRANSACTIONS** – Tell the Credit Union **IMMEDIATELY** if you believe your Card or PIN 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 within two (2) business days, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you DO NOT tell the Credit Union within (2) business days after you learn of the loss or theft of your card or PIN, and the Credit Union can prove it could have stopped someone from using your Card or PIN without your permission if you had told the Credit Union, you could lose as much as \$500.

Your liability with respect to unauthorized transactions may be greater than the above limits to the extent allowed under applicable law, only if the Credit Union has determined that you were grossly negligent or fraudulent in the handling of your account or card.

Also, if your statement shows transfers that you did not make, tell the Credit Union **IMMEDIATELY**. 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 reported it 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 may be extended.

*If you furnish your Card and PIN to a person (such as a family member, friend, business associate or employee) and grant them authority to use your card for a "specific" transaction, and they exceed the authority given, you are fully liable for any transaction(s) that exceed your initial authority, UNLESS you notify the Credit Union immediately following the completion of the authorized transactions, that any additional transactions by that person which exceed your initial authority, are no longer authorized. You also agree to co-operate with the Credit Union to recover any unauthorized funds that are withdrawn from your account by said person, by filing a police report that names the person in question, and supporting the credit unions efforts to seek restitution against the person in question.*

**LIABILITY FOR UNAUTHORIZED "VISA" TRANSACTIONS** – Your liability for the unauthorized use of your Card with the VISA logo (when it is used as a VISA card) will be zero (\$0.00) if we received notice from you within 60 days after we sent or delivered to you the first statement on which the unauthorized transaction appeared.

*If you furnish your Card and PIN to a person (such as a family member, friend, business associate or employee) and grant them authority to use your card for a "specific" transaction, and they exceed the authority given, you are fully liable for any transaction(s) that exceed your initial authority, UNLESS you notify the Credit Union immediately following the completion of the authorized transactions, that any additional transactions by that person which exceed your initial authority, are no longer authorized. You also agree to co-operate with the Credit Union to recover any unauthorized funds that are withdrawn from your account by said person, by filing a police report that names the person in question, and supporting the credit unions efforts to seek restitution against the person in question.*

**HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION** – If you believe the Card has been lost or stolen or that someone has transferred money from your account without your permission, please notify us as quickly as possible by calling the Member Solution Center at 1-800-736-4500, or after hours and on weekends at 1-866-309-4934.

**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 personal or business 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.

**MERCHANT DISPUTES** – The Credit Union is not subject to claims and defenses arising out of goods or services you purchase with the Card on the basis of customer experience or satisfaction.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If the Credit Union does not complete a transfer to or from your personal or business 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, you do not have enough money in your personal or business 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 personal or business Account is subject to legal process or other claim.
- If you use a damaged or expired card or a card that had been reported lost or stolen.
- If the Credit Union believes that something is wrong, for example, that your Card had been stolen.
- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

**USE OF YOUR CARD WHILE TRAVELING** – If you will be traveling out of your residing state or to a foreign country, spending activity in a different area may prompt your card number to appear on a Risk Management report for unusual activity. To prevent your card from being temporarily blocked due to irregular activity and fraud prevention, you should notify the Credit Union of your travel plans prior to traveling. In special circumstances, prior notification may not guarantee your card will not be blocked as a precaution.

**FOREIGN TRANSACTIONS, CURRENCY CONVERSION** – Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include transactions initiated while you are in the U.S. authorizing access to your Card using a telephone, internet, and/or mobile device application by a merchant who processes the transaction in a foreign country) will be charged a foreign transaction fee in the amount disclosed on our current Schedule of Fees & Charges (as amended from time to time).

**EFFECT OF AGREEMENT** – Even though the sales receipt 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.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS** – The Credit Union may from time to time offer additional services to your personal or business Account. Some may be at an 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.

**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 forty-five (45) days prior notice of the change.

**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.

**WAIVER OF RIGHTS** – The Credit Union can delay enforcing any of the provisions under this Agreement and the law, any number of times without losing its right to enforce them at a later date.

**STATEMENTS AND NOTICES** – Statements and notices will be mailed to you at the most recent address you have given the Credit Union. If this is a joint account, notice sent to any one of you will be considered notice to all. If you have signed up to receive your statements electronically through the Credit Unions E-statement service and this is a joint personal or business account, emailed to any one of you, will be considered to all.

**COLLECTION COSTS** – You agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees for enforcing our rights under this Agreement.

**OTHER AGREEMENTS** – Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

**SEVERABILITY** – If any part of this agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**ILLEGAL TRANSACTIONS** – Your VISA Debit Card may not be used to execute any illegal transactions. We have the right and are mandated by regulation to decline the authorization of Internet gambling transactions.

**USE IN FOREIGN COUNTRIES OR FOREIGN MERCHANT PURCHASES** – Use of your VISA Debit Card in certain foreign countries or for purchases through foreign merchants may be restricted. Before traveling to a foreign country or conducting a foreign merchant purchase, contact the Credit Union's Card Services department.

**ACKNOWLEDGEMENT OF ACCEPTANCE** – Acceptance, retention, or use of your VISA Debit Card indicates your agreement to the terms and conditions in this Agreement. You further acknowledge receipt of a copy of this Agreement and the disclosure statement made pursuant to the Electronic Funds Transfer Act.

**ATM SAFETY** – An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete. Count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you.
- Remember to keep your PIN a secret. Make sure not to write it on your Debit Card or anywhere else in your wallet. Thieves can easily figure out the reason for "hidden" or "secret" numbers.

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