

# VISA Check Card Application and Agreement

Member Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Joint Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

A Members First VISA Check Card is used to access available funds to purchase goods, pay for services, and receive cash from participating merchants or ATM machines. The card will operate under the same conditions as noted in our "Important Information for Members" agreement provided when you opened your account except as follows:

1. A \$5.00 fee will be imposed to reissue a lost or stolen card or to order a Creatacard.
2. Fund transfers and retrieval of balance information may NOT be available except at Members First CU ATMs.
3. Visa Check Cards bring a degree of risk to the credit union and will only be issued to members that have properly maintained their credit union account or show a reliable credit history (a credit report may be pulled).
4. *Your check card balance available for withdrawal does not reflect your actual balance. Using this balance for withdrawal may result in fees charged to your account. Balance reported includes your Overdraft Protection Limit, all share balances on your account as well as shares on other accounts that have been set up to cover overdrafts on your account and any Line of Credit Loans on your account.*
5. There is no monthly or maintenance fee on the Visa Check Card unless the Visa Check Card is used as a pin based transaction. If a pin number is entered for a purchase, there will be a \$0.25 charge per transaction. If it is used as a credit based transaction (signature), there is no transaction fee.

I have been informed and agree to the fees and conditions as noted above and in the brochure Important Information for Members' as they pertain to the issuance and use of the Members First VISA Check Card.

**Do we have your contact information listed correctly? YES NO** (Please Circle One)

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## For Employee Use Only:

Received by: \_\_\_\_\_ Ordered by: \_\_\_\_\_

Card Number(s): \_\_\_\_\_

Was a fee charged? YES NO (Please Circle One)



## Get to know your Members First Credit Union Visa Debit Card

### **Step One:**

Activate your debit card Once you receive your new card in the mail, call **(800) 411-6390** or go online to **[www.activatemycards.com](http://www.activatemycards.com)** to begin using your card.

### **Step Two:**

Select a new PIN (optional) If you would like to choose a new PIN instead of using the one you received, call our PIN by Phone service at **(877) 746-6746**.

### **Step Three:**

Set up Verified by Visa (optional) Your debit card comes with additional security options for shopping Online. Go to **[www.m1st.org](http://www.m1st.org)** and click the Verified by Visa logo.

### **Step Four:**

Decline Line Service Did your card get declined while shopping or at a restaurant? Out of the country and the ATM won't give you your cash? Our 24-Hour Decline Assistance line can help. Call **(888) 526-0404** in the US or **(206) 352-4954** outside the US.

### **Step Five:**

Has your card been lost or stolen? During business hours you can always call us at **(361) 991-6178** for assistance. If it happens after hours, call the 24-Hour Lost/Stolen line

# MEMBERS FIRST CREDIT UNION

## ATM and VISA Check Card Agreement

Your ATM and VISA Check Card are multiple purpose cards. The available uses are:

- 1. Purchases from Merchants.** You may use your card to make purchases from merchants just like you would use a credit card. However, the amount of your purchase will be deducted from your checking account instead of appearing on a credit card monthly statement as a charge purchase.
- 2. Cash Advances.** You may use your card to obtain cash advances from participating institutions just like you would use a credit card. However, the amount of your cash advance will be deducted directly from your checking account instead of appearing on a monthly credit card statement.
- 3. Automatic Teller Machines.** You may use your ATM or check card with your personal identification number (PIN) at automatic teller machines in participating networks in which Auburn University Federal Credit Union, Inc., is a member. (Available transactions are: Deposits and withdrawals from savings, deposits and withdrawals from checking, balance inquiries, transfers from savings to checking.)
- 4. Purchases from Merchants through Point of Sale Terminals.** At those merchants where purchases may be made through point of sale terminals, you may use your ATM or check card at these terminals with your personal identification number. The amount of your purchase will be deducted directly from your checking account.
- 5. Checking Overdraft from Shares.** Overdrafts may be covered by deductions from your share account to your checking account.
- 6. Fees and Other Damages.** Our charges for special handling of any of your accounts are described below. In some instances they result from your failure to carry out your side of the Agreement, such as not having enough money in your account to cover your checks. We are not giving up any right we may have under the law to recover any loss we sustain due to your failure to meet the terms of this Agreement or other Agreements you have with us. The prevailing party has the right to attorney's fees as awarded by the courts in any law suit brought because of a breach of the terms of this Agreement and disclosure. We also have the right to extra damages whenever the law provides for them such as the exemplary damages provided as a penalty for writing bad checks. **Use of your ATM card in devices not owned by Members First Credit Union may result in fees imposed by the owner of the ATM machine. Such fees will be disclosed to you at the time of the transaction.**

### SHARE DRAFT (REGULAR, 50 PLUS, STUDENT ADVANTAGE ACCOUNT)

Minimum Balance None  
Per Check Charge None  
Monthly Service Charge None  
Minimum to Open \$25.00  
Charge for Standard Checks Varies  
Visa Check Card None  
Temporary Checks \$2.00 (pack of 8)  
Cashier's Checks \$3.00  
Copy of Paid Check \$3.00

### FEES AND CHARGES

NSF \$25.00  
Return Deposit Items 2.00  
Stop Payment 25.00  
Domestic Wire-Out 15.00  
Foreign Wire-Out 35.00 minimum  
Collection Item Varies  
Account Research \$20.00 per hour  
(1 hour minimum)  
Statement Copy 2.00

Set forth below are the agreements and disclosures applicable to your ATM or VISA Check Card issued by Members First Credit Union.

#### ATM & VISA Check Card Agreement

This is the general agreement covering your use of ATM or Check Card: If you have a joint account, both of you are bound by this agreement and each of you are responsible for payment of the entire amounts which may become due. This agreement applies only to the designated checking account or EFT Transaction Account and primary shares.

1. Authorization for Payment. When you use your check card or permit someone else to use it for a purchase or cash advance, you authorize us to deduct from your checking account for the amount involved.

2. Lost or Stolen Cards. NOTIFY US IMMEDIATELY if you believe your card is lost or stolen, or if you believe an unauthorized use of your card or personal identification number has occurred or may occur. FOR LOST OR STOLEN CARDS, IMMEDIATELY call the Credit Union at 800-242-3037. Evenings and weekends call 800-528-2273.

Liability Disclosure Tell us AT ONCE if you believe your ATM or VISA Check 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.

POINT OF SALE TRANSACTIONS WITH YOUR SIGNATURE: If you believe your VISA Check Card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you have no liability if someone used your Check Card to make VISA transactions without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Check Card you are liable for \$50.00.

ATM TRANSACTIONS: Contact us immediately if you believe your card or PIN has been lost or stolen or in any way given to someone, or if you believe someone has transferred or may transfer funds from your account without your permission. If you believe your access card or Personal Identification Number (PIN) has been lost or stolen and you tell us within two business days after you learn of the loss or theft, your liability will not exceed \$50. If you do not tell us within two business days after you learn that your card has been lost or stolen and we can prove that we could have prevented someone from using your card without your permission, you may be liable for 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 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.

3. Business Days. Our normal business days are: Monday through Friday, excluding holidays.

4. Transactions Available at ATM's. All transactions are subject to proof and verification by financial institution of account. For security reasons there are limits on the dollar amounts of certain transactions you can make at these automatic teller machines. Transactions made through ATMs are processed on the same business day. All funds deposited at an ATM are subject to verification and will not be available until the second business day after date of deposits. The availability of these funds may then be subject to additional check holds depending on the type of deposit and is explained in the section titled Check Hold Policy.

5. Fees. Each check card transaction may be treated like a check for purposes of computing any applicable charges for your checking account. Such charges are disclosed on the Credit Union's separate schedule of rates and fees as provided to you. The Credit Union retains the right to impose a minimum balance requirement and/or per transaction fee for card transactions. ATM Transaction Charges ATM transactions are subject to the same charges ordinarily associated with your accounts.

6. Foreign Transactions. POS purchases and cash advances made in foreign countries and foreign currencies will be charged to you 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 day prior to the processing rate, increased by 1%.

7. Account Information Disclosure. We will disclose information to third parties about your account transactions:

- If 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.

TRANSFER OF INFORMATION: Generally a Federal Agency must tell you if any records obtained from a financial institution are transferred to another Federal Agency.

PENALTIES: If a Federal agency or financial institution violates the financial privacy act, you may sue for damages or seek compliance with the law. If you win, you may be repaid your attorney's fees and costs. Cancellation: Either the Credit Union or card holder may terminate their agreement as to any card and revoke the card at any time. The card holder shall be relieved of liability as to the transaction occurring after such termination, but no such termination shall affect any liability of the card holder to the Credit Union with respect to transactions initiated through the use of the card before termination. Upon any termination the card shall be returned to the Credit Union. Modifications: The credit union may amend this Agreement and any agreement concerning the card in any respect at any time by mailing you written notice at least 21 days before the effective date of any change in terms that would increase your liability, increase fees and charges, decrease the amount of available EFTs, or limit the frequency or dollar amount of transfers unless you return the card to us and terminate the agreement. The credit union is not required to provide prior notice where an immediate change is necessary to maintain or restore the security of the EFT System or account, but written notice of this change will be given out on or with the next regularly scheduled periodic statement, or within thirty (30) days, unless disclosure would jeopardize the security of the system or account.

8. Right to Receive Documentation. A receipt or sales slip will be provided to you for each transaction. This receipt shall, subject to verification of items deposited by you at an automatic teller machine, constitute prima facie proof of the transaction evidenced by the receipt or sales slip. Your regular monthly checking account statement will identify and describe your ATM or VISA Check Card transactions.

9. No Stop Payment. Since Check Card transactions result in deductions from your checking account, there are no stop payment privileges.

10. Liability of Members First Credit Union. The Credit Union shall be liable to a card holder for damages caused by:

- The Credit Union's failure to make an electronic transfer of funds in a timely manner and in the amount requested when properly instructed to do so, EXCEPT:
  - If your account has insufficient funds.
  - If the funds in your account are subject to legal process or other encumbrance.
  - The transfer would exceed a credit limit.
  - An Automatic Teller System terminal has insufficient funds to complete the transaction.
  - As otherwise may be provided by the Federal Regulations.
- The Credit Union's failure to make an electronic funds transfer if that failure is due to the Credit Union's failure to credit to your account a deposit of funds if that deposit should have been credited by the terms and conditions of the account.
- The Credit Union's failure to stop payment of any preauthorized transfer from your account when instructed to do so in accordance with the terms and conditions of the account. HOWEVER, the Credit Union shall not be liable under this section if it can prove that its actions or failure to act were the result of:
  - An act of God or other circumstances beyond its control, that it used reasonable care to prevent the occurrence and that it used reasonable care as the circumstances required.
  - A technical malfunction known to the card holder at the time the card holder attempted to use the Automatic Teller System. If any failure by the Credit Union was not intentional and resulted from a bona fide error even though the Credit Union had procedures meant to prevent the error, the Credit Union shall be liable for actual damages.

11. No Cash Refunds from Merchants. If you are entitled to receive a refund from a merchant for a purchase made with your ATM or Check Card, you will not receive cash. Instead, your ATM or Check Card will be used again by the merchant to make a credit to your checking account.

12. Refusal to Honor Card. We are not responsible for the refusal of anyone to honor your card.

13. Copy Charges. We may charge you a reasonable charge for photocopies and reprints of your statement.

14. Miscellaneous. If any provision of this agreement would be unlawful, the rest of the agreement will stand and the unlawful provision will be deemed amended to conform to law.

15. Deposit Account Terms and Conditions. The Checking Policies as issued by us apply to all your credit union transactions (including ATM and Check Card transactions) except as to those matters which are covered by this agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT ATM/CHECK CARD TRANSACTIONS KEEP THIS NOTICE FOR FUTURE USE Telephone us at 361-991-M1ST (6178), or write, Members First Credit Union, P.O. Box 8590, Corpus Christi, TX 78468-8590, as soon as you can, if you think your statement or receipt is wrong or if you need more information about an ATM or Check Card transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you 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.

(4) We require that you send us your complaint or question in writing within ten business days.

(a) LIABILITY DISCLOSURE POINT OF SALE TRANSACTIONS WITH YOUR SIGNATURE AND ERRORS NOT INITIATED WITHIN A STATE: We will tell you the results of our investigation within twenty business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 5 days of our receiving notice from you. Provisional credit will be 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.

(b) LIABILITY DISCLOSURE ATM TRANSACTIONS: We will tell you the results of our investigation within ten business 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 ten business days 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 business days, we may not re-credit your account after you discover the error. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If the error asserted by you involves an extension of credit under our Overdraft Protection agreement, then after we receive your notice we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that there is a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

#### ATM CARDS AND ELECTRONIC FUNDS TRANSFERS

This Agreement and Disclosure applies to all external electronic funds transfers handled by the Credit Union on your behalf. Federal regulations define the scope of electronic funds transfers. This disclosure applies to ATM activated transfers to the extent that they are covered by Regulation E governing electronic funds transfers.

#### LIMITATIONS

1. You may withdraw cash, up to your daily limit if you have sufficient funds in your account to cover the transaction.

2. Transactions made through ATMs are processed on the same business day. The business day for ATMs changes at 2:00 p.m.

3. All funds deposited at an ATM are subject to verification and will not be available until the second business day after date of deposits. The availability of these funds may then be subject to additional check holds depending on the type of deposit and is explained in the section titled Check Hold Policy.

4. Federal law limits the number of transfers from your Savings Account.

ATM Transaction Charges ATM transactions are subject to the same charges ordinarily associated with your accounts. Documentation of Other Transactions

1. Each time you use an ATM, you will receive an acknowledged receipt describing the transaction, if desired.

2. All ATM transactions will be described on your monthly statement for the account used.

#### AVAILABLE SERVICES

Your Members First Credit Union ATM cards will permit you to withdraw funds from your Checking or Savings accounts, Point of Sale Purchases, and to elicit balance inquiries from same at ATMs. You are also able to transfer funds with your ATM card.

#### CREDIT UNION'S LIABILITY

If the Credit Union does not complete an EFT transaction to or from your account on time or in the correct amount according to its 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 account;

- If a deposit or transfer consisted of money deposited in the form of a check or other funds not yet available for withdrawal;
- If the automated teller machine where you are making the withdrawal does not Have enough cash to cover your withdrawal;
- If the terminal was not working properly and you knew about the breakdown when you started the transaction;
- The merchant(s) do(es) not honor POS transactions;
- If circumstances beyond the Credit Union's control (such as fire or flood) prevent the transaction, despite reasonable precautions that the Credit Union has taken;
- If you could have prevented the losses or damages by acting in a prompt And reasonable manner;
- If your ATM/POS card has deteriorated or has been damaged so that it Does Not function properly;
- If the Credit Union has reason to believe that you or someone else is using the ATM for fraudulent or illegal purposes;
- If you do not follow the procedures in this or any other Agreement with the Credit Union for requesting a transaction.

#### PRIVACY

We will not disclose information to third parties about your account or the transactions you make except:

1. where it is necessary for completing transactions, or
2. to verify the existence and condition of your account for a third party such as a credit bureau or a merchant, or
3. to comply with government agency or court orders or other lawful process,
4. if you give us written permission.

#### GENERAL TERMS

1. Please keep this disclosure and agreement for reference. Should we amend the agreement we will advise you at least 21 days in advance of the change.

2. Access card(s) are non-transferable and are the property of Members First Credit Union. You must agree to surrender them to the Credit Union upon request.

3. The Credit Union may cancel, modify and restrict the use of the cards or any other mechanical or electronic access device upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the systems.

4. ATM cards and other electronic Access Systems must be applied for and are issued subject to approval. Information from credit reporting agencies may be used to determine this approval.

#### RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFERS

You can pre-authorize the Credit Union to make transfers electronically. These include preauthorized deposits of salary or government pensions and preauthorized payments such as insurance. Preauthorized transfer authorizations must be in writing. Although you can call the Credit Union for information about the transfer, your only documentation of the transfer will be an entry on your periodic statement.

#### RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFERS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the numbers and address shown on this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we request written confirmation, the oral stop-payment order will cease to be binding 14 days after it has been made.

#### UNAUTHORIZED TRANSACTIONS

You should treat your ATM access card and your Personal Identification Number (PIN) as important documents in order to prevent their unauthorized use. If your statement shows transactions that you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 (like a long trip or a hospital stay) kept you from telling us, we will extend the time period. You are responsible for protecting the secrecy of your PIN. Do not write the PIN on your ATM card or anywhere else. If you select your own PIN, select one that is not easily guessed, such as a birth date, address, social security number, etc. Contact us immediately if you believe your card or PIN has been lost or stolen or in any way given to someone, or if you believe someone has transferred or may transfer funds from your account without your permission. We may be reached by calling 361-991-M1ST (6178) or writing P.O. Box 8590 Corpus Christi, TX 78468-8590. If you believe your access card or Personal Identification Number (PIN) has been lost or stolen and you tell us within two business days after you learn of the loss or theft, your liability will not exceed \$50.00. If you do not tell us within two business days after you learn that your card has been lost or stolen and we can prove that we would have prevented someone from using your access device without your permission, you may be liable for as much as \$500.00.

#### ERROR RESOLUTION PROCEDURE

If you think your statement is wrong or if you need more information about a transfer on the statement, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You may write us or call as described in the section above.

1. Tell us your name and account number.

2. Describe the error of the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

3. Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (TWENTY (20) DAYS FOR A P.O.S. TRANSACTION AND FOREIGN COUNTRY TRANSACTIONS) to do this, we will provisionally re-credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we need more time, however, we may take up to 45 days (NINETY (90) DAYS FOR A

P.O.S. TRANSACTION) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (TWENTY (20) DAYS FOR A P.O.S. TRANSACTION) for the amount you think is in error, so that you will have 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 10 business days, we may not re-credit your account.