



VISA® Debit/Check Card Agreement & Electronic Funds Transfer Agreement and Disclosure

www.valleycu.org

408.955.1300 / 800.995.0287

10. Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail a notice to you before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union Account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs.

- Be aware of the surroundings, particularly at night.
- Consider having another person accompany you to the ATM.
- Look for well-lighted ATMs when transacting at night.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete the transaction.
- Refrain from displaying your cash at the ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious when approaching the ATM, consider using another ATM or return later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN on your Card or anywhere else in your purse or wallet.
- Immediately report all crimes to law enforcement officials.

11. Billing Errors

In case of errors or questions about your Card transactions, telephone us at the following phone numbers or write us at the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. You can telephone us, but doing so may not preserve your rights. Contact us at:

408.955.1300 or 800.995.0287, Monday through Friday,
8:00 a.m. – 6:00 p.m. and Saturday 9:00 a.m. – 3 p.m.

800.682.6075, Monday through Friday, after business
hours, on weekends, and observed holidays

Or write to:

Valley Credit Union
670 Lincoln Avenue
San Jose, CA 95126
ATTN: VISA Check Card Services

- Tell us your name and Account number.
- Describe 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.
- 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 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 credit your Account within ten (10)* 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 (10) business days, we may not credit your Account.

We will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If we decide after our investigation that an error did not occur, if you request, we will provide a written explanation and copies of documents that we used in our investigation (to the extent possible without violating other members' rights to privacy).

* If you give notice of an error within thirty (30) days after you make the first deposit to your Account we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your Account, notice of error involving a POS transaction or notice of error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days. We will have twenty (20) business days instead of ten (10) business days to investigate your complaint or question.

12. Termination of EFT Services

You may terminate this Agreement at any time by notifying us in writing and stopping your use of your Card and PIN. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at anytime by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your Accounts that this Agreement has been terminated and that we will not accept any further preauthorized transactions. We may also program our computer to not accept your Card or PIN for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT transactions made prior to termination.

13. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of California and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. Enforcement

You are liable to us for any loss, cost, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your Account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs whether or not there is a lawsuit, court fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions.

LIEN ON SHARES:

“You pledge all shares, deposits, and payments thereon which you now have or hereafter may have with us to the extent of all unpaid balances due. In case of default, you hereby authorize us to apply any and all such funds to the payment of unpaid balances. However, you retain full access to any and all shares on deposit not specifically pledged to collateral. No lien or right to impress a lien on shares on deposit shall apply to your shares which may be held in an Individual Retirement Account or Keogh plan.”

Effective: November, 2009

This Agreement covers the VISA® Debit/Check Card Account issued by Valley Credit Union, a division of CEFUCU®. In this Agreement the words “you”, “your”, and “yours”, means those who sign the application as applicants, joint owners, or any authorized users. The words “we”, “us”, “our”, and “Credit Union” means Valley Credit Union, a division of CEFUCU. The word “Account” means any one (1) or more Share, Share Draft, or Loan Accounts you have with the Credit Union. The word “Card” means any one (1) or more Debit/Check Cards issued under this Account. The word “PIN” means any one or more Personal Identification Numbers issued under this Account. Electronic Funds Transfers (EFTs) are electronically initiated transfers of money involving your Account at the Credit Union. By signing the Account Application, or signing or using the Card or PIN, each of you, jointly and severally, agree to the terms and conditions governing you and our rights and responsibilities concerning the EFT services, as applicable.

1. Use of the Card

a. You may use your Card and PIN to:

- Withdraw cash from your Share, Share Draft, or Loan Account(s) you have with the Credit Union at ATMs, merchants, or financial institutions that accept VISA cards.
- Transfer funds between your Share, Share Draft, or Loan Account(s) you have with the Credit Union.
- Make deposits to your Share, Share Draft, Account(s) you have with the Credit Union.
- Make payments to your Loan Account(s) you have with the Credit Union.
- Make account balance inquiries.

b. You may use the Card without the PIN to:

- Purchase goods or 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. Use of the Card, the Account number on the Card, the PIN or any combination of the three (3), 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. When the Credit Union receives notification of a Card transaction, it may put a hold on an equivalent amount of funds in your Share Draft Account for three (3) days or until the day the transaction is charged to your Account.

2. Limitations

a. Legal Transactions: You will only use your Account for transactions that are legal where you reside. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you reside. We will not be liable if you engage in an illegal transaction.

b. Overdrafts: If the balance in your Account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under this Agreement.

3. Conditions of EFT Services

a. Ownership of Cards: Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

b. Honoring the Card: Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device, or for their retention of the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. Foreign Currency Transactions and Charges: VISA purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date. You will be charged a 1% currency conversion fee, which will be shown as a charge on your periodic statement. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

U.S. dollar transactions made in foreign countries (a.k.a. single currency transactions) will be billed to you in U.S. dollars. An International Service Assessment (ISA) fee of .80% will be collected from you for any transaction conducted in U.S. dollars from a foreign country as a separate transaction ISA Fee. Transactions conducted in a U.S. Territory, on a U.S. military base, or within a U.S. Embassy or consulate will not incur either a currency conversion fee or an ISA fee. Credit Vouchers (a.k.a. returns) and Cash Reversals are not subject to a currency conversion fee or ISA fee.

d. Security of PIN: The PIN issued to you is for your security purposes. The code/numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your Card and Account services immediately.

e. Joint Accounts: If any of your records accessed under this Agreement are joint Accounts, all joint owners, including any authorized users, shall be bound by this Agreement and alone and together, shall be responsible for all EFT transactions to or from any Share, Share Draft, or Loan Account, as provided in this Agreement. Each joint Account owner, without the consent of any other Account owner, may, and hereby is authorized by every other joint owner to make any transaction permitted under this Agreement. Each joint Account owner is authorized to act for the other Account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any Account from any joint Account owner.

4. Fees and Charges

There are certain fees and charges for EFT Services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM Surcharge will be debited from your Account if you elect to complete the transaction or continue with the balance inquiry.

5. Member Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use your Card or PIN, you are authorizing that person to use your Card or PIN and you are responsible for all transactions that person authorizes or conducts on any of your Accounts. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate, with fraudulent intent are also authorized transactions.

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe someone has used your Card or PIN or otherwise accessed your Account without your authority. Tele-

phoning 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). Prompt notification is the best way of keeping your liability to a minimum. If a transaction was made with your Card or Card number without your permission, and was a VISA or an Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your Account, Card, or PIN. For ATM transactions or if you were grossly negligent in the handling of your Account, Card, or PIN, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days, you may be liable for no more than \$50 if someone used your Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could 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 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 we can prove that we could have stopped someone from making the transfers 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. If you believe that your Card has been lost or stolen, or your PIN has been discovered, or that someone has transferred money from your Account without your permission, contact us at:

408.955.1300 or 800.995.0287, Monday through Friday, 8:00 a.m. – 6:00 p.m. and Saturday 9:00 a.m. – 3:00 p.m.

800.682.6075, Monday through Friday, after business hours, on weekends, and observed holidays

Or write:

Valley Credit Union
670 Lincoln Avenue
San Jose, CA 95126
ATTN: VISA Check Card Services

For Accounts with more than one (1) signer, we may accept this report from any signer. We may block or cancel that signer's Card and any or all of the other signer's Cards.

6. Right to Receive Documentation

a. Periodic Statements: Transactions made through any ATM or POS terminal will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt: You will get a receipt at the time you make any POS transaction (except inquiries) involving your Account using an ATM or POS terminal transaction with a participating merchant.

7. Account Information Disclosure

We will disclose information to third parties about your Account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

8. Business Days

Our business days are Monday through Friday. Holidays are not included. Please call to verify hours of the location nearest you.

9. Credit Union Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your Account to complete the transaction, if any funds in your Accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, if your Account is inactive, or if the transaction involves a loan request exceeding your credit limit;
- If you used your Card or PIN in an incorrect manner;
- If the Card has expired or is damaged and cannot be used;
- If the ATM where you are making the transaction doesn't have enough cash;
- If the ATM was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevent the transaction;
- If the money in your Account is subject to legal process or other claim;
- If funds in your Account are pledged as collateral or frozen because of a delinquent loan, legal process or any other encumbrance, or agreement restricting a transaction;
- If the error was caused by a system of any participating ATM network;
- If failure to complete the transaction is done to protect the integrity of the system or to protect the security of your Account;
- If there are other exceptions as established by the Credit Union.