



VISA CHECK CARD DISCLOSURE

Authorization Notice

This VISA Check Card Agreement is the contract which covers your and our rights and responsibilities concerning the Check Card services offered to you by **Germania Credit Union**. In this Agreement, the words "you" and "yours" mean those who sign the VISA Check Card application as applicants, joint applicants, or any authorized users. The words "we," "us," "our," and "credit union" mean Germania Credit Union. The word "Account" means any one or more Share/Savings and Share Draft/Checking Accounts you have with the credit union. The word "card" means the Check Card and any duplicates renewals or substitutes we issue to you. Check Card transactions are electronically initiated transfers of money from your Account through the Check Card services described. By signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the Check Card services offered. If approved, you may conduct any one or more of the Check Card services offered by **Germania Credit Union**.

1) VISA Check Card. You may use your card to purchase goods and services anywhere your VISA Check Card is honored by participating merchants. Funds to cover your card purchases will be deducted from your Share Draft/Checking Account. If the balance in your Account is not sufficient to pay the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from another Account or Loan Account, we may not pay the amount and may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines of the credit union (if applicable), applicable networks and such other machines or facilities as the credit union may designate to:

- Make withdrawals from your Share Draft/Checking Account.
- Obtain balance information on your Share Draft/Checking Account.
- Make POS (Point-of-Sale) transactions with your card and PIN to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail, internet, or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Check Card transactions may apply:

- Maximum POS transactions of \$1,000.00 per day
- Unlimited number of POS transactions per day
- Limited to seven cash withdrawals from ATM's per day
- Maximum withdrawal of \$500.00 from ATM's per day
- All card transactions are limited by the balance of your draft account
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Savings Account Transfers for VISA Check Card Overdraft Protection.

Although direct withdrawals from a Savings Account are not permitted with your card, if you have elected overdraft protection and you perform a transaction with your card when sufficient funds are not available in your Checking Account to pay for the transaction, we may make an automatic overdraft protection transfer from your Savings Account to pay the transaction and charge an Overdraft Protection Transfer Fee as set forth in this disclosure. Under government regulations which apply to your Savings Account, during any calendar month you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals, from your Savings Account to

another Credit Union Account of yours or to a third party by means of a pre-authorized, automatic transfer, or telephonic agreement, order, or instruction (including transfers by automatic overdraft protection) and no more than three of the six transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed the number of transfers permitted, your Account may be subject to closure.

2) Conditions of VISA Check Card Services.

- **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 other 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.
- **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 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.
- **Card and PIN Security.** You agree to keep your card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the card or PIN by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts which may be accessed by the card, (iv) anyone you permit or authorize to use your card or PIN, and (v) anyone to whom you disclose your PIN or give access to your card or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your card or PIN to us as soon as possible after the loss or theft. If you authorize anyone to use your card or PIN that authority shall continue until you specifically revoke such authority by notifying us in writing at the address appearing in this Agreement.
- **Joint Accounts.** If any of your Accounts 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 VISA Check Card transactions to or from any share/savings and Share Draft/Checking Account as provided in this Agreement. Each joint Account owner, without the consent of any other Account owner, may, and is hereby authorized by every other joint Account 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 VISA Check Card transaction on any Account from any joint Account owner.
- **Illegal Transactions.** You agree that you will not cause or allow the card to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such transaction. If you use your card for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the credit union for your illegal use of the card, and you agree to indemnify and hold the credit union and VISA International, Inc. harmless from and against any lawsuits or other legal action or liability that results directly or indirectly from such illegal use.
- **Currency Conversion.** If you effect an international transaction with your card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be (i) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (ii) the

government-mandated rate in effect for the applicable central processing date; and in each instance, plus a Foreign Transaction Fee as set forth in this Agreement. This fee will apply to all international purchase, cash advance, and Account credit transactions.

- **Overdrafts.** You agree that you will not use your card and PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including any such checks, orders, or transfers payable to us, and dishonor or refuse any item, order, or transfer for which there are insufficient funds available thereafter. You also agree that, at our option, we may post all VISA Check Card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that use of the card and PIN shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Account Agreement. If you have a line-of-credit overdraft protection agreement with us, you agree that your use of the card and PIN shall be subject to that agreement.
- **VISA Check Card Preauthorization Holds.** When you use your card at certain merchants such as gas stations (pay at the pump), restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold from us to cover the transaction. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to three days. You will not have access to funds subject to a preauthorization hold. Preauthorization holds may remain on your Account for up to three days, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your VISA Check Card transactions. Preauthorization holds may affect the availability of funds to pay for checks drawn on your Account and other withdrawals. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or otherwise because of a preauthorization hold placed on your Account funds.

3) Fees and Charges. There are certain fees and charges for VISA Check Card services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. The following fees and charges will be deducted from your Share Draft/Checking Account per transaction as applicable:

- We do not charge for any signature-based purchases at the present time.
- \$2.00 charge only for ATM withdrawals. You may be charged a fee by the ATM operator or any network used. And you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- \$10.00 replacement card fee (per card)
- \$3.00 overdraft protection transfer fee from Share/Savings Account (per transfer)
- \$3.00 overdraft protection transfer fee from Line of Credit (per transfer)
- 1% Foreign Transaction Fee (charged in U.S. dollars)

Use of your card is also subject to other applicable credit union fees as set forth in the Truth-in-Savings Fee Schedule.

4) Member Liability for Unauthorized Transfers and Advisability of Prompt Reporting.

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. **Contact in Event of Unauthorized Transfer. Call (979)-836-1691 or 1-(877)-635-9405, 8 a.m. to 4 p.m. central time on business days or write to us at Germania Credit Union, Attn: Card Services, PO Box 645 Brenham, TX 77834.** 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).

(a) **For Point-of-Sale Transactions Using Your VISA Check Card.** If you believe your card or PIN has been lost or stolen, you will not be liable once you notify us that someone may use or has used your card or PIN without your permission. This zero liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your card. In those cases, your liability will be determined under the standards set forth below for all other transactions. **All in person ATM transactions that are fraudulent require the submission of a police report.**

(b) **For All Other Transactions with Your VISA Check Card.** If you tell us within two business days, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN 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, including those made by card, PIN, or other means, 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. **Member must in good faith try and contact merchant to resolve fraud.**

5) Right to Receive Documentation.

- **Periodic Statements.** Transfers and withdrawals made through any Check Card transaction 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.
- **Transaction Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your Account using an ATM, POS terminal or Check Card transaction with participating merchants.

6) Account Information Disclosure. We will disclose information to third parties about your Account or the transfers you make:

- As necessary to complete transactions; or
- 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; or
- To comply with government agency or court orders; or
- If you give us your written permission.

7) Business Days. Our business days are Monday through Friday, excluding holidays.

8) Credit Union Liability for Failure to Make Transactions. If we do not complete a transaction 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 direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your Accounts to complete the transaction, if any funds in your Accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, 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 ATM where you are making the transfer does not 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 a flood, fire or power failure) 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.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, PIN, or any EFT facility for making such transfers.
- Any other exceptions as established by the credit union.

9) 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.

10) Billing Errors. In case of errors or questions about VISA Check Card transactions, please telephone us at the following number or send us a written notice to 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 or error appeared. **Call (979)-836-1691 or 1-(877)-635-9405, 8 a.m. to 4 p.m. central time on business days or write to us at Germania Credit Union, Attn: Card Services, PO Box 645 Brenham, TX 77834.**

- Tell us your name and Account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the credit union has made an error and 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 determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days 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. For Check Card (signature-based) transactions, we will credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to 10 business days. 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 credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

11) Cancellation and Amendment. We may cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may add to, change, or delete any terms of this Agreement from time to time, subject to such notification as may be required by applicable law.

12) Governing Law. This Agreement is governed by the Bylaws of Texas Federal Credit Union, federal laws and regulations, the laws and regulations of the State of Texas 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.

13) Enforcement. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on Accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the credit union is located, if allowed by applicable law.

14) ATM Safety Precautions. Exercise discretion when using an ATM or night deposit facility and observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Treat your card like cash. Do not lend your card to anyone, and do not leave your card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your card or PIN over the telephone. When using a walk-up ATM, place your body in a position so that you will prevent others from observing your PIN when entered. When using a drive-up ATM, keep your car doors locked and the engine running. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. If your card is lost or stolen, follow the procedures set forth in these disclosures. Finally, compare your receipts against the Account statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

VISA CHECK CARD APPLICATION

Account Number: _____ Social Security Number: _____

Email Address: _____

First Name: _____ Last Name: _____

Mother's Maiden Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

I would like to request:

New Card

NOTE: You will be issued a new 6-digit debit card number.

Replacement Card

NOTE: The same card number will be issued.

Additional Card

NOTE: Additional cards are issued to joint owners only.

If this is a replacement card, what happened to your old card? Lost Damaged Stolen

NOTE: There is a \$10.00 New or Replacement Card Fee. Fee does not apply if Germania has never issued a debit card to you.

Do you need a new PIN? Yes No

NOTE: There is a \$3.00 PIN Replacement Fee. Fee does not apply when requesting a new or replacement debit card.

Applicants Signature: _____ Date: _____