



VISA DEBIT CARD AGREEMENT

Rev. 5/2021

This Agreement, along the DFCU Membership Agreement, governs the use of your Visa Debit card. In this Agreement the words you and your mean each and all of those who apply for the card or who sign the Visa Card Agreement. Card means the Visa Debit Card and any duplicates and renewals we issue. We, us, ours, and the credit union means Deseret First Federal Credit Union. Connected Account means the account connected to your debit card. This Agreement also applies to ATM/POS transactions completed by the use of the card.

1. CARD WITHDRAWALS: 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 advances with merchants, financial institutions or others who honor the Card ("Card Withdrawal") is an order by you for the withdrawal of shares from the Connected Account. Each Card Withdrawal by you (or by anyone else to whom you give the Card) may be charged to the Connected Account and will be treated as though it were a Check for purposes of the Account Agreement except that:

- a. We may charge withdrawal to the Connected Account in any order we determine, and if shares are not sufficient to cover all withdrawals, we may pay Card Withdrawals and dishonor regular Checks; and
- b. We cannot honor stop payment requests on Card Withdrawals that have already been made. You may place a stop payment on a recurring card transaction provided the stop is completed at least 3 business days before the transaction is scheduled to post to your account.

2. OVERDRAFTS: You promise to reimburse us immediately for the amount of any Check or Card Withdrawal that we honor which cannot be paid out of the Connected Account (or through an overdraft transfer, as provided for in the Membership Agreement).

3. REFUSAL TO HONOR CARD: Even though your Connected Account may have a balance sufficient to cover a requested Card Withdrawal, you recognize that electronic terminals, merchants, financial institutions and others, who accept the Card, or the account number on the Card, may not be able to determine your actual balance. Therefore, we are not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card Withdrawal, or for their retention of the Card.

4. LOST CARD NOTIFICATION: If you believe the Card, the account number, the PIN or any combination of the three has been lost or stolen or that someone has transferred or may transfer money from the Connected Account or other accounts without permission, you will immediately notify the credit union at 1-800-326-3328 seven days a week, 24 hours a day.

5. BUSINESS HOURS: Our business days are Monday through Friday except holidays. Our business hours are from 9:00 a.m. to 5:30 p.m.

6. RETURNS AND ADJUSTMENTS: Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending a credit, which we will post to your Connected Account.

7. ACCOUNT INFORMATION DISCLOSURE: We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with a government agency or court order; or
- d. If you give us your written permission.

8. TRANSACTION RECEIPTS: The monthly statement for the Connected Account will identify the merchant, financial institution or electronic terminal at which Card Withdrawals were made, but sales, cash advance, credit or other receipts cannot be returned with the statement. You will retain the copy of such receipts furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you may request.

9. FOREIGN TRANSACTIONS: Transactions made in foreign countries will be billed to you in US dollars. Conversion to US dollars is determined by a rate selected by Visa from a 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 the government-mandated rate in effect for the applicable central processing date plus a 1 percent currency conversion fee. The currency conversion fee will appear as a separate line on your statement for each transaction completed in a foreign country.

10. LIABILITY FOR UNAUTHORIZED USE: You understand that your liability to the credit union, or responsibility for card withdrawals made from your Connected Account, resulting from the loss, theft or other unauthorized use of the card, account number or PIN or any combination of the three shall, subject to applicable law, be as follows:

- a. You will notify us within 2 days of discovery of the loss or theft of your card(s).
- b. You will notify us in writing no later than 60 days after a statement was sent showing an unauthorized transaction. We are not responsible for any item not reported within the above-mentioned time period.

11. LIABILITY FOR UNAUTHORIZED ATM/POS TRANSACTIONS: ATM/POS transactions are defined as any transactions that occur by using a Visa Debit or ATM card and entering your PIN at an ATM or merchant location. Your liability for an unauthorized ATM/POS transaction shall be determined as follows:

- a. Timely notice given. \$50 limit applies. If you notify us within two business days at learning of the loss or theft of your card(s), your liability is limited to \$50 or the amount of the unauthorized ATM/POS transaction(s), whichever is less.
- b. Timely notice not given. \$500 limit applies. If you fail to notify us within two business days after learning of the loss or theft of your card(s), your liability shall not exceed the lesser of \$500 or the sum of:
 - (i) \$50 or the amount of the unauthorized ATM/POS transaction(s) that occur within the two business days, whichever is less; and
 - (ii) The amount of the unauthorized ATM/POS transaction(s) that occur after the close of two business days and before giving notice to us, provided we established that the ATM/POS transaction(s) would not have occurred had you notified us within the two day period.
- c. Periodic statement; timely notice not given. Unlimited liability applies. If you fail to notify us within 60 days of the transmittal of the statements, your liability shall not exceed the amount of the unauthorized ATM/POS transaction(s) that occur after the close of the 60 days and before notice to us.

12. USE OF PERSONAL IDENTIFICATION NUMBER (PIN): You will hold in strict confidence your PIN. You will take reasonable precautions to keep your PIN separate from your Visa Debit or ATM Card and to prevent the unauthorized disclosure of your PIN. You acknowledge that if you permit or authorize other persons to use your Visa Debit or ATM Card and PIN, you will be liable for the resulting transaction(s).

13. OWNERSHIP OF CARDS: Any Card or other credit instrument or device which we supply to you and the information contained therein 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 our instructions. The Card may be repossessed at any time in our sole discretion without any demand or notice.

14. EFFECT OF AGREEMENT: This Agreement is the contract, which applies to all transactions involving the Card even though the sales, cash advance, credit, or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments.

15. ENTIRE AGREEMENT: This written Agreement is the final expression of the terms and conditions of your Agreement with the credit union and may not be contradicted by evidence of any alleged oral Agreement.

16. ACCESS LIMITATION: You understand that your ATM access is limited to your savings, checking and checking line of credit and that the Credit Union may allow withdrawals which do not exceed your Connected Account balance and line of credit.

17. ATM FEES: You understand that a fee may be imposed by an ATM operator when you initiate an electronic funds transfer and by any network used to complete the transaction. Such fees will be disclosed at the terminal prior to completing the transaction.

18. ACCESS RESTRICTED TO TERMS OF AGREEMENT: You understand and agree that we may restrict or modify your ATM access. You agree that your ATM access is conditioned on compliance with this Agreement and any restrictions imposed by the credit union.

19. OTHER TERMS AND DISCLOSURES: You agree that:

- a. Only checks, ATM access and other methods of proof required by the credit union may be used to withdraw funds from the said account(s).
- b. We shall have no obligation to pay any check or ATM withdrawal which exceeds the balance in the Connected Account, or any check on which the date is more than six months old, or to stop payment on any property guaranteed check.
- c. We shall not be liable for any of its acts or omissions regarding the payment or nonpayment of a check of other instrument excepting the credit union's negligence.
- d. There is a daily maximum ATM POS withdrawal limit of \$500.00 from your Account(s).
- e. You may not make transfers from one account to another for the purpose of making loan payments from an ATM.
- f. All credits to your Connected Account of checks, drafts and other non-cash items shall be conditional and subject to the credit union's actual receipt of final payment through collection.
- g. In the event of legal action to enforce the credit union's rights, the signers hereof agree to pay reasonable attorney's fees and costs of collection incurred by the credit union.
- h. There are no additional charges for electronic debits and credits, but your normal account charges will continue to apply.
- i. We shall not be liable for a transaction decline due to a delinquent loan on your account.
- j. If we do not complete a transaction on time or in the correct amount according to the terms of our agreement(s), we will be liable for your damages proximately caused thereby, provided you have complied with the terms of those agreements. However, there are some exceptions. The credit union will not be liable, for instance:
 - i. If through no fault of the credit union, you do not have enough collected funds in your account to complete the transaction.
 - ii. If the ATM where you are making your transaction does not have enough cash to complete the transaction.
 - iii. If you use the wrong PIN.
 - iv. If you use a damaged or expired card or a card that has been reported lost or stolen.
 - v. If the ATM was not working properly and you knew about the break down when you started the transaction.
 - vi. If the account from which you have attempted to make a withdrawal has been closed.
 - vii. If circumstances beyond our control prevent completion of the transaction, despite reasonable precautions we have taken.
 - viii. If a hold is placed on your account because of a court order or similar reason.
 - ix. If the credit union's liability is otherwise limited by law, regulation or agreement, the ATM network may retain your card in certain instances, in which event you may contact the credit union about its replacement.
- k. You understand and agree that funds in your Connected Account are not covered by life insurance.
- l. Information on your account will be protected in accordance with Deseret First Federal Credit Union's Privacy Policy.
- m. You agree and understand that you will be responsible to pay the service charges as disclosed in the fee schedule.

20. SECURITY INTEREST: We shall be granted a SECURITY INTEREST in all funds and other assets of yours held by the Credit Union. You hereby pledge all shares, deposits, and accumulated dividends jointly, as multiple parties, in trust, or in transaction accounts, as security for any and all monies advanced under this agreement and interest accrued thereon, and authorize us in the case of default to apply the same payments of said obligations. However, this pledge does not include amounts held under an "individual retirement account" or "Keogh account".

21. CARD PICK UP COSTS: You agree and understand that in the event that we elect to pick up and take possession on any of your cards, you will pay the costs of that pick up, not to exceed the amount of \$150.00.

22. WAIVERS: In connection herewith, you jointly and severally waive presentment for payment, demand, protect and notice of protest and dishonor.

23. RESERVATION OF RIGHTS: The failure of the credit union to exercise any of its rights under this agreement shall not be deemed a waiver of such rights or any other right available hereunder.

24. CREDIT INFORMATION: You authorize us to investigate your credit standing, employment and financial responsibility when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

25. USING THE CARD: You understand and agree that your card may not be used for any purchase or transaction deemed to be illegal under Utah or other applicable law. This includes, but is not limited to, internet gambling. Use of the card acknowledges that the purchase or transaction is lawful and subject to the terms of this agreement.

26. COPY RECEIVED: You acknowledge receipt of a copy of this Agreement.

YOUR BILLING RIGHTS

Keep this notice for future use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error.
- If you need more information, describe the item you are not sure about.

Mail Letters to:

Deseret First Credit Union
Attn: Card Services
PO Box 45046
Salt Lake City, UT 84145

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, 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 obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, 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 you have a question about your bill. 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.