



## VISA DEBIT/ATM DISCLOSURE

### VISA DEBIT CARD

Enjoy the benefits and convenience of the card that works like a check. Your VISA Debit Card gives you 24-hour, 7-days-a-week access to your checking account every day of the year. No need for a checkbook, and every transaction is reported on your monthly statement. It also allows you to make purchases wherever VISA is accepted worldwide. Your VISA Debit Card can also be used at any of our ATM locations to make withdrawals and to check account balances.

### ATM CARD

Use your ATM card to access your accounts 24-hours, 7-days-a-week. Withdraw funds, transfer funds and check balances. Access your funds at any Members Credit Union ATM without incurring a fee. ATMs are conveniently located within our office network. We are a member of the CO-OP\* network which maintains over 25,000 surcharge free ATMs nationally.

\* Look for the CO-OP Network logo.

### DEBIT/ATM DISCLOSURE

This Debit/ATM agreement and disclosure is your contract which covers your and our rights and responsibilities concerning the Debit/ATM services offered to you by Members Credit Union. In this agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants or joint owners. The words "we," "us," and "our" mean Members Credit Union. The word "account" means any one or more share and share draft accounts you have with the Credit Union. Debit/ATM transactions are electronically initiated transfers of money from your account through the Debit/ATM services described below. By signing an application or account card for Debit/ATM services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the Debit/ATM card services offered.

#### 1) Debit Card

If approved, you may use your card to purchase goods and services from participating merchants. You agree that you will not use your card for any transaction that is illegal under applicable Federal, State, and local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts or approved overdraft protection accounts. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union 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, NYCE, CO-OP Network, PLUS and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Withdraw funds from your share and draft accounts.
- Transfer funds from your share and draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods and services at merchants that accept VISA.
- Order goods and services by mail, telephone, or internet from places that accept VISA.
- Transact a deposit at an ATM which accepts deposits, but the funds may be placed on hold for three (3) business days.

The following limitations on the frequency and amount on debit card transactions may apply:

- Purchase amounts are limited **daily** to the following maximum amount: \$1500 for PIN transactions and \$1500 for signature transactions as of January 1, 2006.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- There are daily ATM withdrawal limits of \$500.

## **2) ATM Card**

If approved, you may use your card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, NYCE, CO-OP Network, PLUS, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods and services at merchants that accept VISA.
- Order goods and services by mail, telephone, or internet from places that accept VISA.
- Transact a deposit at any ATM which accepts deposits, but the funds may be placed on hold for three (3) business days.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may transfer up to the available balance in your accounts at the time of transfer.
- There are daily ATM withdrawal limits of \$500.

## **3) Conditions of Debit/ATM Card Ownership**

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 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 Transaction: VISA purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The exchange rate will be 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 the government mandated rate in effect for the applicable central processing date. The currency exchange 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.

d) Security of Personal Identification Number (PIN): You may use one or more PIN with your Debit/ATM card. The PIN issued to you is for security purposes. Any PIN issued to you is 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. You understand that any joint owner you authorize to use a PIN may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this PIN and the Credit Union suffers a loss, we may terminate your Debit/ATM services immediately.

e) Joint Card Accounts: If any of your card accounts accessed under this agreement are joint accounts, all joint card account owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all Debit/ATM card transactions to or from any share, share draft account, or loan accounts as provided in this agreement. Each joint card account owner, without the consent of any other card owner; may, and hereby is authorized by every other joint

card owner to, make any transaction permitted under this agreement. Each joint card owner is authorized to act for the other card owners, and the Credit Union may accept orders and instructions regarding any Debit/ATM card transaction processed through this account from any joint card owner.

#### **4) Fees and Charges**

There are certain fees and charges for Debit/ATM 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 Members Credit Union, 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 funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

- International Transaction Fee: A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the card issuer.
- \$1.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$5.00 per card.
- Non-sufficient funds fee of \$20.00.
- Overdraft Privilege Fee of \$20.00 (as it can be accessed by a transaction).

#### **5) Member Liability**

You are obligated to inform the Credit Union at once that you believe your card or any access code has been lost or stolen or if you believe that an electronic fund transaction has been made without your permission. Also, if your statement shows transactions that you did not make including those made by card, Personal Identification Number (PIN) or other means you are obligated to inform the Credit Union immediately. You could lose all of the money in your account plus your maximum overdraft line of credit and/or your maximum overdraft privilege. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card 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 Personal Identification Number (PIN), and we can prove we could have stopped someone from using your card or Personal Identification Number (PIN) without your permission if you had told us, you can lose as much as \$500.

You should also inform the Credit Union immediately if you believe a transaction has been made using the information from your Debit/ATM card without your permission. 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 taking the money if you had told us in time.

If you believe your card or Personal Identification Number (PIN) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact Card Services at:

Phone (231) 932-7041

Fax (231) 929-1497

Or write Card Services at:

Members Credit Union

Attn: Card Services

P.O. Box 795

Traverse City, MI 49685-0795

#### **6) Right to Receive Documentation**

- Periodic Statements: You will get a monthly account statement from us for your checking account. You will get a monthly account statement from us for your regular share accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly if a transaction posts to the account.
- Terminal Transactions: You will receive a receipt at the time you make any transactions (except inquiries) involving your account using an ATM, POS (Point-Of-Sale) Terminal, or debit card transaction with a participating merchant.

## 7) Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfer you make:

- As necessary to verify or complete a transaction
- To verify the existence of your account upon the request of a third party, i.e. merchants, Credit Bureau, etc.
- To provide information to credit reporting agencies
- To comply with government agency or court order
- If you give us written permission

## 8) Credit Union Liability

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, there are some exceptions. We will NOT BE liable, for instance:

- If through no fault of the Credit Union, the payment information for preauthorized transaction is not received
- If, through no fault of ours, you do not have 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 pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit
- If you used your card or Personal Identification Number (PIN) in an incorrect manner
- If the ATM where you are making the transaction 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 flood, fire, or power failure) prevent the transaction
- If the money in your account is subject to legal process or other claim
- If the funds in your account are pledged as collateral or frozen because of a delinquent loan
- If an error was caused by a system of any participating ATM network
- If the electronic transaction is not completed as a result of your willful or negligent use of your card, Personal Identification Number (PIN), or any EFT facility for making such transactions
- 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 records. We reserve the right to provide notices to you electronically. Notices from you will be effective when received by the Credit Union at the address specified in this disclosure. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. 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 at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card and/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 Personal Identification Number (PIN) or code on your Debit/ATM card.
- Report all crimes to law enforcement officials immediately.

## 10) Billing Errors

In case of errors or questions about electronic funds transfers from your accounts or if you need more information about electronic transfers on the statement or receipt, call or write us at the telephone number or address listed in this brochure. You must contact us no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Contact us at:

Phone: (231) 932-7041

Or write us at:

Members Credit Union

Attn: Card Services

P.O. Box 795

Traverse City, MI 49685-0795

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an 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 fourteen (14) calendar days. If we ask you to put your complaint or question in writing and we do not receive it within fourteen (14) calendar days, we may not re-credit your account.

We will tell you the results of our investigation in writing within ten (10) business days after we hear from you and will provisionally correct the error promptly or if the correction is in an amount different than the alleged error we will explain the reason for the difference. We may take up to sixty (60) days to investigate your inquiry. Our provisional credit to your account within ten (10) business days for the amount you think is in error, allows you the use of the money during the time it takes us to complete our investigation.

We will tell you the results within three (3) business days of completing our investigation. If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within sixty (60) days of our notice to you. If you request, we will provide you copies of documents (to the extent possible without violating other member's rights to privacy) relied upon to conclude that the error did not occur.

**11) Unlawful Internet Gambling** – I/we understand that unlawful internet gambling is prohibited in conjunction with any membership account and all payment systems relating to accounts such as, but not limited, to: automated clearing house (ACH) systems, card systems, check collection systems, money transmitting businesses, and wire transfer systems. I/we understand that the credit union will block transactions that are deemed unlawful internet gambling. I/we understand that the credit union will not be liable to any party when preventing or prohibiting the acceptance of its products and services in connection with a transaction or otherwise refuses to honor a transaction when the transaction is a restricted transaction, the credit union reasonably believes the transaction to be a restricted, or the credit union is a participant in a designated payment system and blocks or otherwise prevents the transaction in reliance on the policies and procedures of the designated payment system in an effort to comply with Regulation GG.

## 12) Reversal of Transaction/Stop Payment Procedure/Notice of Varying Amounts

Reversal of Transaction - We will reverse and re-credit to your account an electronic fund transfer initiated by you for the purchase of goods or services from third party if you dispute the purchase of goods and services of \$50.00 or more. You must notify us within four (4) calendar days of the transaction that you have made a good faith attempt to resolve the dispute with the merchant, that you have returned or attempted to return the goods or services and that you request a reversal of the transaction. If your request is oral, we may require that you verify the request in writing within fourteen (14) calendar days following oral notice. If you do not provide us with written verification we may reinstate the original transaction amount.

### 13) Termination of Debit/ATM Services

You may terminate this agreement at any time by notifying us in writing and stopping your use of your card. You must return all cards to the Credit Union. You also must agree to notify any participating merchants that authority to process bill payment transfers has been revoked. If we terminate this agreement, we may notify participating merchants processing preauthorized debits and credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or Personal Identification Number (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 made prior to termination.

### 14) 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 Michigan and local clearing house 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. The name and address of the agency regulating the Credit Union is:

Office of Financial and Insurance Regulation  
Credit Union Division  
PO Box 30220  
Lansing MI 48909-7720  
Phone: (877) 999-6442  
Fax: (517) 335-4978  
E-mail: ofis-fin-info@michigan.gov

### 15) 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 loss, costs, or expenses from your account without prior notice to you. If we bring a 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, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

### Business Days

Members Credit Union business days are Monday through Friday, excluding holidays as recognized by the Federal Reserve Bank System.



P.O. Box 795, Traverse City, Michigan 49685-0795  
800-765-0110 / [www.memberscu.com](http://www.memberscu.com)

