



University of Michigan Credit Union—Visa Check Card Agreement

Form 840 (11/12)

This check card agreement is the contract which covers your and our rights and responsibilities concerning the Check Card services offered to you by the University of Michigan Credit Union. In this agreement, the words "you" and "yours" mean those who sign the application, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and 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. By signing an application for check card services, signing your card, or using your card, each of you, jointly and severally, agree to the terms and conditions in this agreement and any Card services offered by the Credit Union.

The accounts are governed by an account agreement you have signed. As to "electronic fund transfers" affecting the account, it is further governed by a disclosure of terms and conditions related to such transfers given to you by the Credit Union. This agreement sets out further terms and conditions for that account with respect to use of the Card(s).

The Card(s) will be embossed with name(s) as listed on your account. You agree that the person whose name is on a Card will immediately sign the Card in the space provided on the back. If you authorize another person to use your Card(s) for any transaction(s), you agree to be responsible for all transactions performed by that person, even those not expressly authorized by you.

The Credit Union can cancel this agreement at any time and cancel your privilege to use the Card(s). The Card(s) are the property of the Credit Union and must be returned upon our request.

You may use your card to purchase goods and services anywhere your Card is honored by participating merchants. You may also use your Card(s) and PIN in Automated Teller Machines of the Credit Union, as well as any networks shown on the back of your Card to:

- Make deposits to your accounts.
• Withdraw cash from your accounts.
• Transfer funds between your accounts.
• Obtain balance information for your accounts.

You may also use your Card(s) and PIN at a participating merchant to make POS (Point of Sale) transactions to purchase goods or services.

You may not use your Card for any illegal transactions. This includes, but is not limited to, illegal internet gambling.

You may be assessed a service charge or fee for certain transactions and services.

Table with 2 columns: Fee Name and Amount. Includes Sales Draft Copy Fee (\$10.00), Replacement Card Fee (\$5.00), Network ATM Transaction Fee (\$2.00), Overdraft Transfer Fee (\$2.00), Statement Copy (\$5.00), Foreign Transaction (1% of transaction), and Expedited Card Delivery.

Your use of the Card(s) is your authorization to the Credit Union to withdraw sufficient funds from your account to pay Visa sales drafts, cash advance drafts, POS and ATM transaction. The Credit Union cannot honor requests to stop payment on Visa sales drafts or cash advance drafts that you signed. If funds in your account are not sufficient to pay all items presented for payment, the Credit Union may pay Card transactions first. Transaction made by use of the Card(s) will be paid from the account your designate if funds are available: Otherwise they will be paid from your accounts in the Credit Union or from your line-of-credit loan or Visa loan, as you have previously authorized. If the Credit Union pays any Card transaction when insufficient funds are available, you agree to repay such amounts to the Credit Union immediately. If you continue to use the Card(s) when funds are not available, your checking account may be closed and you must promptly surrender your Card(s) to the Credit Union

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

- There is no limit on the number of check card purchases made per day.
• Signature (non-PIN) purchase amounts are limited to the available balance in your account.
• There is a \$500 daily dollar limit for ATM cash withdrawals. There is a \$500 daily dollar limit for purchases made using your PIN.
• You may only transfer an amount up to the available balance in your accounts at the time of the transfer.

The Credit Union has no liability to you if a person or firm to whom you present the Card(s) refuses to honor the Card(s) or retains the Card(s) even if at such time there were sufficient funds in your account to cover the amount of the transaction.

Merchants and others who honor the Card(s) may give credits for returns or adjustments, in which case they will do so by sending a credit to the Credit Union, who will credit the amount to your checking account.

Transactions you make with the Card(s) in foreign countries in foreign currencies will be charged to your account in US Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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.

You agree to pay a foreign transaction fee for transactions processed in foreign currencies or by foreign merchants.

We reserve the right to block transactions from certain merchants and certain geographic regions due to a high incidence of fraud from that merchant or region. You can obtain a list of affected merchants and geographic regions by contacting us.

The periodic statement for your account will reflect Card transactions you make, but sales or cash advance drafts cannot be returned with the statement. You should retain the copies of such drafts that were furnished at the time of the transaction and use them to verify the accuracy of the statement. You may not receive a sales draft/receipt for transactions below a minimum transaction amount defined by VISA.

You agree to contact the Credit Union immediately at 734-662-8200 or 800-968-8628 if you learn or believe that your card(s) has been lost, stolen, or used by some other person without your permission. Outside of normal business hours call 800-991-4965 or 800-847-2911 (if outside the United States). You may also write to University of Michigan Credit Union, Attn: Card Services, PO Box 7850, Ann Arbor, MI 48107. Telephoning is the best way to limit the possible losses and liability. You may be required to dispute unauthorized transactions in writing within 60 days after a statement showing the unauthorized transaction was mailed to you.

You understand that your liability for unauthorized transactions resulting from the loss or theft of the card, subject to applicable law, is as follows:

- The lesser of the actual loss or \$50.00 if you notify the Credit Union within two business days after learning of the loss, theft, or unauthorized use;
• Up to \$500.00 if you fail to notify the Credit Union within two business days; and
• Up to the entire fraud amount if you fail to notify the Credit Union within 60 days after a statement showing an unauthorized transaction was mailed to you.

Even though the sales draft or cash advance draft that you may sign when using the Card(s) may contain different terms, the terms of your existing account agreements, as expanded by this agreement, govern all Card transactions you make.

The Credit Union may amend this agreement at any time by giving you written notice thereof sent to the address shown on the most recent written notice thereof sent to the address shown on the most recent statement for your account. Notice shall be effective when mailed.