University of Michigan Credit Union-Visa Check Card Agreement

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 the use of the Card(s).

The Card(s) will be embossed with the 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 <u>any</u> 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 and other items, as defined by Federal, State, and Local laws.

You agree we and our agents may contact you by phone or wireless device at any phone number associated with your account, including wireless numbers (i.e. cell phone numbers), in order to service your account, provide you fraudulent activity alerts, or collect any amounts owed to us, excluding any contacts for telemarketing purposes as required by law. You further agree methods of contact may include, but are not limited to, the use of text messages, prerecorded or artificial voice messages, and/or use of an automatic dialing service. Calls and messages may incur access fees from your cellular service provider. You understand that you are not required to provide consent as a condition to receiving products or services and you may revoke your consent or change the phone number provided by contacting 734-662-8200 or 800-968-8628, umcu.org, or by visiting any Credit Union branch.

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

Sales Draft Copy Fee\$10.00
Replacement Card Fee\$7.50
Non-UMCU/Non-CO-OP
Network ATM Transaction Fee\$2.00
(waived for 4 transactions per month for an account in good
standing; surcharge fees may apply)
Overdraft Transfer Fee\$2.00
Statement Copy\$5.00
Foreign Transaction
(transaction in foreign currency amount in U.S. dollars or with
foreign merchant)

Expedited Card Delivery-If expedited delivery is required, you agree to pay the cost of any shipping charges.

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 transactions. 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. Transactions made by use of the Card(s) will be paid from the account you 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.

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions posted to your lost or stolen Visa Check Card. This additional limit on liability does not apply to ATM transactions.

In the event any use of your Card(s) constitutes an electronic fund transfer, the terms and conditions of the disclosure relating to such transfers furnished to you by the Credit Union will govern such transactions, regardless of this agreement. Your use of the Card(s) in such manner is your authorization to the Credit Union to withdraw sufficient funds from your checking account to cover such transactions.

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 the University of Michigan Credit Union, Attn: Payments, PO Box 7850, Ann Arbor, MI 48107. Telephoning is the best way to limit 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 from time to time by giving you advance written notice through first-class mail sent to the address shown on the most recent statement for your checking account, or to the primary email address on file if electronic account notices have been selected, which notice shall be effective when mailed. The notice will advise you of the extent, if any, to which such amendment will apply to your then existing obligations to the Credit Union.