

**VISA Debit Card**

**AGREEMENT  
AND  
DISCLOSURE**



**VyStar**<sup>®</sup>  
Credit Union

PO Box 45085  
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(904) 908-2329  
(866) 897-8272

**VYSTAR CREDIT UNION**  
**VISA DEBIT CARD**  
**AGREEMENT AND DISCLOSURE**

This VISA Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the debit card services offered to you by VyStar Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. VISA Debit Card transactions are electronically initiated transfers of money from your account through the VISA Debit Card services described below. By signing an application or account card for VISA Debit Card 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 VISA Debit Card services offered.

**1. VISA Debit Card** — If approved, you may use your Card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and transfer funds from approved overdraft protection accounts that you have established with the credit union. 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, which may be applied to reoccurring debits or transfers of funds from approved overdraft protection accounts. 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, other networks indicated on the back of your card and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your savings, checking, and Money Market accounts.
- Withdraw funds from your savings, checking, Money Market, and Line of Credit accounts.
- Transfer funds from your savings, checking, and Money Market accounts.
- Obtain balance information for your savings, checking, and Money Market accounts.
- Make loan payments from your savings, checking, and Money Market accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA debit cards.
- Order goods or services by mail or telephone from merchants that accept VISA debit cards.

**VISA Account Updater (VAU)** — VAU is an account updating service in which your card is automatically enrolled. When your card(s)

expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have authorized processing of a recurring payment or payments. Because not all merchants subscribe to VAU, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. This service is provided as a free benefit to you. If at any time you wish to opt-out of VAU or if you have any questions, please contact the Credit Union at (866) 897-8272.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS** — The Credit Union may from time to time offer additional services to your account, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **2. Conditions of VISA Debit Card Services —**

**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 Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. 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. The 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. Other Delays May Apply.** In some cases, we will not make all the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. If we are not going to make all the funds from your deposit available on the same business day of your deposit, we generally notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you need the funds from the deposit right away, you should ask us when the funds will be available. In addition, we may delay the availability of funds deposited by check into your account for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You have deposited checks totaling more than \$5,000.00 on any one (1) day.
- You have re-deposited a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**e. Deposits at Nonproprietary ATMs.** Funds from any deposit (cash or check) made at automated teller machines (ATMs) we do not own or operate may not be available until the second (2nd) business day after the date of your deposit. This policy does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**f. Security of Access Code.** The access code issued to you are for your security purposes. Any code issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the Credit Union suffers a loss, we may terminate your VISA Debit Card services immediately.

**g. 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 Debit Card transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is 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 Debit Card transaction on any account from any joint account owner.

**3. Fees and Charges** — There are certain fees and charges for Debit services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these Debit 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 us, 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 fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

For Security Purposes, there are other limits on frequency and dollar amount of daily withdrawals, deposits, point-of-sale (POS), payments, or transfers. All limits are subject to change.

**4. Member Liability** — Tell us AT ONCE if you believe your Card has been lost, stolen or if you believe that an electronic fund transfer has been made without your permission using information from your

check. 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). If a transaction was made with your Card or Card number without your permission, and is either a VISA or Interlink transaction, you will have no liability for the transaction, unless you are negligent in the handling of your card. If a transaction was made without your permission and is not a VISA or Interlink transaction, was made at an ATM or if you are negligent in the handling of your card, your liability is determined as follows.

If you tell us within two (2) business days, you can lose not more than \$50.00 if someone uses 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, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you furnish your Card or Card number and grant authority to make transfers to a person (such as a family member, friend, or co-worker) who exceeds the authority given, you are fully liable for the transfers unless you have notified us that transfers by that person are no longer authorized. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(866) 897-8272

or write to:

VyStar Credit Union  
Attn: Fraud Department  
P.O. Box 45085  
Jacksonville, FL 32232-5085

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **5. Right to Receive Documentation —**

a. **Periodic Statements.** Transfers and withdrawals made through any Debit Card transactions 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.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

Receipts are not always issued on purchases \$15.00 or less.

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

- As necessary to complete transfers;
- 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;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that

we may provide personal information about you and your account that is necessary to provide you with the requested service(s);

- 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 federal holidays.

**8. Credit Union Liability for Failure to Make Transfers** — 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, we will not be liable for direct or consequential damages in the following events:

- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.
- 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 pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code 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 fire, flood, 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, access code, 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. 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.

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### **ATM Safety Makes Sense**

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Your Debit Card provides you with instant access to your accounts, 24-hours a day, 7 days a week. You can perform transactions such as withdrawals, deposits, balance inquiries, transfers, or line-of-credit advances at most automated teller machines (ATMs) and make purchases at a growing number of merchants that accept your card for payment.

The Safety of VyStar members and their money is always a primary concern. Although we are not experiencing any problems with safety at our ATMs, your knowledge of general safety guidelines can ensure that it continues.

## Protect Your Privacy

- ❑ Keep your Personal Identification Number (PIN) a secret. Never write your PIN on your card or its protective sleeve. Never tell your PIN to anyone or let anyone else enter your number.
- ❑ Shield your PIN. Be discreet when keying in your number at the ATM. Stand directly in front of the machine or cup your hand over the key pad to block the view of anyone standing near you.
- ❑ Secure your Debit Card. Always protect your card just like your would cash and never leave it lying around. Know where your card is at all times and report a lost or stolen card immediately.
- ❑ Save and record all your ATM receipts. Do not leave or discard your receipt at or near the ATM. To guard against transaction fraud, check your receipts against your monthly statement. Report any irregular or unauthorized transactions.

**10. Billing Errors** — In case of errors or questions about electronic funds transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, 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 appears. Call us at:

(866) 897-8272

(904) 908-2329

or write to:

VyStar Credit Union

Attn: Electronic Payments and Card Services

P.O. Box 45085

Jacksonville, FL 32232-5085

- 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 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 ten (10) business days.

We will tell you the results of our investigation within ten (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 forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of 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.

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**11. Termination of EFT Services** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or 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 access code 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 EFTs made prior to termination.

We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or 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 access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the terminations shall not affect your obligations under this Agreement for any EFTs made prior to termination, your right to participate in the transactions described in this agreement will also be terminated if the Card Account is cancelled for any reason or the Card Account is not in good standing. We reserve the right to deny authorization for any requested transaction for any other reason. If you close your account you agree to notify us first and to stop initiating transactions.

**12. 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 Florida 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** — 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-judgement collection actions.