

# Visa® Debit Card Agreement

Revised 10/2022

## Signature Federal Credit Union Debit Card Agreement

### Notice: See below for important information regarding your rights to dispute billing errors.

By signing or using this card, you acknowledge receipt of, and agree to be bound by, the issuer's terms and conditions. In this agreement, the words *you* and *your* mean each and all of those who apply for the debit/check card or who signs the Card. *We, us, and ours* mean Signature Federal Credit Union and/or its subsidiaries or assignees. *Card* means the VISA debit/check card and any duplicates and renewals we issue. *Account* means your checking account with us.

1. **Responsibility.** If we issue you a card, you assume responsibility for the transactions and you agree to repay all debts arising from the use of the card and the card accounts. You are responsible for purchases and withdrawals made by yourself, your spouse, and minor children. You are also responsible for purchases and withdrawals made by anyone else to whom you give the card and any authorized users, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and you return all cards. Your obligation continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for purchases and withdrawals he/she makes, but if that person signs the card he/she becomes a party to this Agreement and is also jointly responsible for all purchases and withdrawals on the account, including yours.
2. **Lost Card Notification.** If you believe the Card has been lost or stolen, you should immediately call the Credit Union at (800) 336.0284 during regular business hours or call the lost/stolen number at (800) 682.6075 after hours and advise the representative of the loss so no further transactions can be approved on your card. You can contact the JHA Fraud Center line at (800) 237.8990. You may also report a lost/stolen card online at [www.reportmycards.com](http://www.reportmycards.com).
3. **Termination.** The Credit Union may terminate or cancel the use of the Card at any time. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property, and you must recover and surrender to us all cards upon our request or upon termination of this Agreement by you or by us.
4. **Credit Information.** You authorize us to investigate your credit standing and obtain your credit report 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, to the extent authorized by law.
5. **Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account.
6. **Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by Visa International, Inc.
7. **Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. You must resolve any other dispute directly with the plan merchant.
8. **Security Interest.** To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid off. You also pledge, as security for what you owe, all the present and future shares and/or deposits in your individual and joint Credit Union accounts. The Credit Union has the right to apply all your present and future shares and/or deposits toward the amount you owe if you are in default. Share and/or deposits in an Individual Retirement Arrangement (IRA) or Keogh Plan Account are not subject to any right of set-off to your pledge of shares and/or deposits. All collateral securing one loan will secure any and all of your indebtedness or obligations (with the exception of loans secured by real estate) to the Credit Union, which includes debts incurred by cash card and all existing and hereafter created loans.
9. **Overdraft Fees.** If a purchase or cash withdrawal with the card results in an overdraft to your checking account, you will be assessed a \$30.00 overdraft fee. The Credit Union will deduct the amount of any overdraft on your Account from any other account you have with the Credit Union except an IRA.
10. **Return Check Fee.** Your account will be assessed a \$30.00 fee for each returned check.
11. **Annual Fee.** No annual fee is charged.
12. **Effect of Agreement.** You understand that the use of the Card will constitute acknowledgment of receipt of this disclosure and acceptance of the terms and conditions contained in the Agreement. Nothing in this Agreement shall be deemed to annul, limit, or in any way modify any other obligations or relationships you have with the Credit Union now or hereafter. This agreement is the contract which applies to all transactions on your account even though the sales, cash withdrawals, credit, or other slips you sign 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. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.



# Visa Debit Card Agreement

Page 2

## Electronic Funds Transfer

The following is an official disclosure statement required by law (the Electronic Funds Act) to be given to those members who may have an electronic funds transfer transaction affecting their account. Please read and retain this statement with your Credit Union Records.

### 1. Available Transactions. Types of Available Transfers include:

- Point of Sale transfers;
- Automated Teller Machine (ATM) transfers;
- Direct Deposits/Withdrawals;
- Transfers initiated by telephone or online; and
- Transfers resulting from debit card transactions whether or not initiated through an electronic terminal.

**2. Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at (800) 336.0284 (toll free) or writing to us at PO Box 148, Alexandria, VA, 22313-0148 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing to us at the address above and get it to us within fourteen (14) days after you call. If you fail to send written confirmation of your oral stop-payment order, the oral stop-payment order shall cease to be binding fourteen (14) days after it has been made. If you order the Credit Union to stop one of these payments three (3) business days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages. If the preauthorized payments vary in amount, the payee will inform you of the amount and the date it will be deducted ten (10) days before each payment.

**3. Transaction Fees.** Signature Federal Credit Union does not impose any fees for using your Card, however, when making withdrawals at an ATM, you may be charged a fee by the institution that owns the ATM. We reserve the right to impose additional fees or change existing fees to the extent the law permits with proper notification.

**4. Other Fees.** Other fees associated with your card include an overdraft fee of \$30.00 per occurrence.

### 5. Transaction Limitations.

- Visa Debit/Check Card ATM cash withdrawals are limited to the total amount of available funds in your account at the time of withdrawal up to \$500 with no more than three (3) transactions per 24-hour period unless otherwise requested by the cardholder.
- Visa Debit/Check Card purchases are limited to the total amount of available funds in your account at the time of purchase up to \$5,000 with no more than fifteen (15) transactions per 24-hour period unless otherwise requested by the cardholder.

**6. Unauthorized Transfers.** If you believe your card has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at (800) 336.0284 (toll free) or write to us at PO Box 148, Alexandria, VA, 22313-0148.

**7. Business Days.** We are open for business Monday through Friday

excluding Holidays for the purpose of this disclosure.

**8. Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- In order to comply with Government Agency or Court orders.
- If you give us written permission.
- When necessary to complete the transfer.
- To verify the existence and condition of your Account for a Third Party, such as a Credit Bureau or merchant.

**9. Transaction Documentation.** You will receive a receipt at the time you make any transaction from your Account using an ATM. You will receive a monthly statement if you have a checking account and a quarterly statement will be mailed to you for all other accounts. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (800)336.0284.

**10. Liability for Incomplete Transactions.** If we do not properly complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for the retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the Card. We will not be liable if, through no fault of ours, you did not have enough money in your Account to make the transfer; the ATM did not have sufficient cash and despite information to that effect showing on the screen, you proceeded with the transaction; the ATM or ATM system was not functioning properly and you knew this before you started the transaction or other equipment or software malfunctions occurred at the time you initiated the transaction; the funds in your Account are subject to legal processes or an encumbrance restricts such transfer; or any other exceptions listed in your agreement with the Credit Union.

**11. Error Resolution.** In case of errors or questions about your electronic transfers: **telephone us at (800) 336.0284 or write to us at PO Box 148, Alexandria, VA, 22313-0148**, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. When you contact us:

- Tell us your name and account number (if any).
- 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error



# Visa Debit Card Agreement

Page 3

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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

**12. Consumer Liability.** If you believe your Card has been lost or stolen, contact us immediately at (800) 336.0284, or write to us at PO Box 148, Alexandria, VA, 22313-0148. You may also contact the JHA Fraud Center line at (800) 237.8990. Contacting us by phone is the fastest way to alert us. You must notify us within two (2) business days after learning of the loss or theft of the Card. Also, if your Account statement shows transfers that you did not make,

contact the Credit Union at once. If you do not contact us within sixty (60) days from the date the statement was mailed to you, you may not be able to get back any of the funds you lost after the sixty (60) days if we can prove that we could have prevented someone from taking the funds had we been notified in time. If a good reason, such as a hospital stay, prevented you from notifying us, we will extend the time periods. In some circumstances when you call, you may be asked to follow up with a written statement.

