

# VISA® Check Card Cardholder Agreement

The undersigned ("I"), in consideration of FIRST CLASS FEDERAL CREDIT UNION ("you") issuing to me a VISA Check Card hereby agrees to be legally bound by the following terms and conditions.

**1. Accounts and Uses of VISA Check Card.** I have the account(s) (including) such transaction share drafts and/or regular shares with you set forth on my application form. I hereby request that you issue me one or more VISA Check Card(s) to be used in connection with such accounts as described in this Agreement.

I understand I may use the VISA Check Card with my Personal Identification Number ("PIN") at an Automated Teller Machine ("ATM") to (1) withdraw cash from my account(s), (2) effect transfers to or from my account(s), (3) make or arrange for deposits to my account(s) or (4) receive information regarding the balance in my account(s).

I further understand that I may use my VISA Check Card at any retail establishment ("Merchant") where VISA Check Card(s) are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). If I use the VISA Check Card to make a Purchase, I shall be requesting you to withdraw funds in the amount of such a Purchase (including any cash received from the Merchant) from my primary transaction share draft account designated on my application form and directing or ordering you to pay such funds to the Merchant.

I request that you provide to me such other services or access to other ATM systems or networks using the VISA Check Card you have issued to me. I agree that the use of the VISA Check Card described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

**2. Use Of Personal Identification Number ("PIN") with VISA Check Card.** I understand that a STAR/ATM CENTER or VISA CHECK CARD CENTER is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the Personal Identification Number or PIN which I use with the VISA Check Card is my signature, identifies the bearer of the Card to the STAR/ATM CENTER, VISA CHECK CARD CENTER or other network ATM and authenticates and validates the directions given just as my actual signature and other proof identify me and authenticate and validate my directions to a human teller. I also understand that a Merchant which accepts the VISA CHECK CARD for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of my PIN and when my PIN is used at a Merchant's terminal, it will authenticate and validate my directions given just as my actual signature will authenticate and validate my directions given to you.

I acknowledge that my PIN is an identification code that is personal and confidential and that the use of my PIN with the VISA Check Card a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN.

**3. Liability for Unauthorized Transactions.** I agree to contact you at once if I believe the VISA Check Card(s) issued to me or my PIN number has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I AGREE THAT IF I GIVE MY VISA CHECK CARD(S) AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

I may be liable for the unauthorized use of my VISA Check Card. I will not be liable for unauthorized use that occurs after I notify the Credit Union orally or in writing, of the loss, theft, or possible unauthorized use. In any case, my liability will not exceed \$50.

**4. How to Contact the STAR/ATM SERVICE.** I agree to contact the STAR/ATM Service immediately, if I believe the VISA Check Card issued to me or my PIN Number issued to me has been lost or stolen or that an unauthorized transfer or Purchase from any of my accounts has occurred or might occur, by phoning and by confirming such information in writing to you at: FIRST CLASS FEDERAL CREDIT UNION, 510 BUSINESS PARK LANE, ALLENTOWN, PA 18109-9114, (610)439-4102 during working hours or ATM Toll Free Number 1-800-523-4175 after working hours.

**5. Charges.** I agree to pay the charges or transaction fees which are charged by you for these services or for services which later may be offered as such fees or charges may be imposed or changed from time to time.

**6. Deposits.** I agree that when I make a deposit at a STAR/ATM CENTER or VISA CHECK CARD CENTER that you have the right to verify the deposit before you make the money available to me. If I deliver cash, checks or other items to a STAR/ATM CENTER or VISA CHECK CARD CENTER, I understand and acknowledge that the funds from my deposit may not be available for immediate withdrawal and that the availability of my deposits shall depend on your rules and regulations regarding that particular account in which I am making a deposit, the items that I am depositing and whether the deposit is made at STAR/ATM CENTER or VISA CHECK CARD CENTER that is owned by you or another financial institution. I also understand and acknowledge that not all STAR/ATM CENTERS or VISA CHECK CARD CENTERS may accept deposits and some STAR/ATM CENTERS or VISA CHECK CARD CENTERS may limit the amount of funds which may be deposited and you may not control these limits.

**7. Returns and Adjustments.** Merchants and others who honor the VISA Check Card may give credit for returns and adjustments.

**8. Foreign Transactions.** Effective 8/1/14, First Class Federal Credit Union's VISA Check Card can only be used in the United States of America.

**9. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the card if I have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider.

**10. Liability.** If the VISA Check Card is issued for a joint account, we agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account.

I agree that if I make deposits to my account(s) with items other than cash (checks, drafts or other items) and you make funds available to me from such deposits prior to their collection, I agree that you may deduct the amounts of such funds from my account(s) which are not collected or, if the funds in my account(s) are insufficient at such time, I will promptly pay to you any amount of such funds which are not collected and any additional fees incurred by you.

**11. Amendment of this Agreement.** I agree that from time to time you may amend or change the terms of this Agreement including amendments or changes to add further VISA Check Card services or to amend or change the charges for these services. You may do so by notifying me in writing of such amendments or changes and my use of the VISA Check Card after the effective date of any such amendment or change shall constitute my acceptance of agreement to such amendment or change. The Credit Union may terminate this Agreement at any time.

**12. Ownership.** I agree that the VISA Check Card is your property and I will surrender it to you upon your request. I agree that the VISA Check Card is nontransferable.

**13. Disclosures.** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement.

**14. Copy Received.** I acknowledge that I have received a copy of this Agreement when I signed the application.

**15. Card Restriction.** First Class FCU Visa Debit Card(s) can no longer be used for ANY INTERNET GAMBLING (in compliance with Reg. GG). In addition, membership in First Class Federal Credit Union is required to obtain a VISA Debit Card. A joint owner of an account who is not a primary owner of their own account is not eligible for a VISA Debit Card. (Federal Credit Union Act, 1757(17) and NCUA Rules and Regulations, 701.30)

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us In Case of Errors or Questions

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

***FIRST CLASS***<sup>®</sup>

FEDERAL CREDIT UNION

510 Business Park Lane  
Allentown, PA 18109-9114  
(610) 439-4102