

Hudson River Community Credit Union
312 Palmer Ave.
Corinth, NY 12822
(518) 654-9028 1-800-824-0700



VISA® Debit Card Agreement and Disclosure Statement

In this Agreement and Disclosure Statement ("Agreement"), the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "card" means the Hudson River Community Credit Union debit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your debit Card; "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement; and "Transaction" means use of the Card or the Account number on the Card, and a Personal Identification Number or Code ("PIN") when required, to perform a transaction with the Card.

1. Issuance of Card. You have requested Credit Union to issue you a Card that can be used to access funds in your Account. The Credit Union will issue you a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it down where it is available to others.

2. Responsibility for Transactions. You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. Section 10 below tells you about your responsibility for unauthorized transactions.

3. Use of the Card.

You may use the Card and PIN to:

- withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA® cards

You may use the Card without the PIN to:

- purchase goods or services at places that accept VISA cards (these are point of sale or POS transactions)
- order goods or services by mail or telephone from places that accept VISA® cards
- make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way

Some of these services may not be available at all terminals.

When using your Card at a merchant, they may require you to process the transaction as a "Debit" or "Credit" To have the transaction processed as a debit card transaction, you must press the "Credit" button on the keyboard the merchant gives you.

Use of the Card, the Account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account.

Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

4. Overdrafts. You promise to reimburse the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account. The Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

5. Limitations on Dollar Amounts and Frequency of Transactions. The following limitations apply to the use of the Card: You may make ATM withdrawals up to a maximum of \$600.00 per day, but may be limited by the ATM authorization limit. You may make Point of Sale transactions up to \$2,500, per day.

6. Charges for Transactions. There is no annual fee. Foreign ATM transactions charge \$2.00 per withdrawal. Foreign ATM inquiries charge \$2.00 per inquiry. The Credit Union will impose a \$25.00 fee per item for transactions that draw on your available Courtesy Pay funds if you have opted into the Courtesy Pay program. When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator for any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

7. Right to receive Documentation of Transactions. You will receive a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.

You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no transactions in a particular month. In any case, you will be sent a statement at least annually.

8. Business Days. The business days of the Credit Union are: Monday, Tuesday and Wednesday 9:00 am -5:00 pm; Thursday 9:00 am - 6:00 pm and Friday 9:00 am - 6:00 pm.

9. Disclosure of Account Information to Third Parties. The Credit Union will disclose information to third parties about your Account or the Transactions you make:

- (1) when it is necessary for completing transactions; or
- (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders, or
- (4) if you give us your written permission.

10. Liability for Unauthorized Transactions: Tell the Credit Union **AT ONCE** if you believe your card has been lost or stolen.

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 you tell the Credit Union within 2 (two) business days, your liability may be zero. To telephone, dial 518-654-9028 or toll-free 1-800-824-0700.

If you **DO NOT** tell us within two (2) business days after you learn of the loss or theft of your card, and the Credit Union can prove it could have stopped someone from using your card without your permission if you had told the Credit Union, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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11. How to Notify the Credit Union in the Event of an Unauthorized Transaction or Lost Card. If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission call: (518) 654-9028, or write: 312 Palmer Ave., Corinth. NY 12822.

12. Notice of Varying Amounts. If the pre-authorized payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

13. Refusal to Honor Card. 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 their 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.

- If, through no fault of the Credit Union's, you do not have enough money in your Account to make the transfer.

- If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.

- If the automated teller machine where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- If your account is subject to legal process or other claim.

- If you use a damaged or expired access device or an access device that has been reported lost or stolen.

- If the Credit Union believes that something is wrong, for example, that your card has been stolen.

For Pre-authorized transfers, if through no fault of the Credit Union, the payment information for a Pre-authorized transfer is not received.

15. Rules of Account. All transactions covered by this agreement are subject to all rules and agreements that govern the account(s) being debited or credited in connection with a Transaction, except as modified by this agreement.

16. Foreign Transactions. Transactions that are initiated in foreign countries and foreign currencies will be charged to your account in U.S. Dollars. The conversion rate to dollars will be at: (i) the wholesale market rate, or (ii) the government mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).

17. Effect of Agreement. Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.

18. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

19. Change in Terms. The Credit Union may change this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change.

20. Termination of Account. The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either of you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Unions request.

21. No Waiver. The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.

22. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

23. General. To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees, in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

24. Use of blocked card by member. If you use your card after you request it blocked, or you have been notified by the credit union that it is blocked, and the card is picked up by the merchant, the cardholder is responsible for the pick-up fee charged by the merchant, which may be \$65.00 or more.

25. Signatures. By signing in the Signature area of the application form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records

Billing Rights Notice

In Case of Errors or Questions About Your Electronic Transfers:

Telephone us at: (518) 654-9028, or Write us at 312 Palmer Ave., Corinth, NY 12822, 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 sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. 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 10 business days.

We will tell you the results of our investigation within 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 45** days to investigate your complain or question. If we decide to do this, we will re-credit your account within 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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

**If you give notice of an error within 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 90 days instead of 45 days to investigate.