



VISA Debit Card Agreement

This VISA Debit Card ("Debit Card") Agreement is the contract which covers your and our rights and responsibilities concerning electronic funds transfer ("EFT") services offered to you by People's Community Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the People's Community Federal Credit Union. The word "account" means anyone or more deposit accounts you have with the Credit Union. By signing the Authorization contained in the Credit Union's Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Electronic funds transfers are electronically initiated transfers of money through automated teller machines ("ATMs"), Point of Sale ("POS") terminals, and Debit Card purchases involving your deposit accounts at the Credit Union.

1. Services.

- a. **ATMs.** You may use your Debit Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union and within The Accel/Exchange Network, the Co-op Network, and the PLUS SYSTEM Network. At the present time, you may use your Debit Card to make the following transactions:
 - (1) Make deposits to your savings or checking accounts.
 - (2) Withdraw cash from your savings or checking accounts.
 - (3) Transfer funds between your savings or checking accounts.

Other transactions may be offered and permitted in the future.

- b. **Debit Card.** You may use your Debit Card to purchase goods and services any place your Debit Card is honored by participating VISA merchants. Funds to cover your Debit 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 may treat the transaction as an overdraft request and access your share overdraft protection account, or may terminate all services under the Agreement. You may not use the Debit Card or account for any illegal or unlawful transaction, and you agree to hold us harmless and indemnify us if you do. We may decline to authorize any transaction that we believe may be unlawful or illegal.

2. Service limitations.

- a. **ATM Usage.** No withdrawals may exceed the available funds in your account.
- b. **Debit Card.** There is no limit on the number of purchase transactions you may make by Debit Card during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw on insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. Some merchants may permit you to initiate debit transactions with your Card using either the VISA network or another network shown on your Card. The Credit Union will honor your debit transactions processed by any of these networks. Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your Card number (e.g. internet, mail, or telephone transactions), or swipe your Card at a terminal. Also, there are certain protections and rights such as the zero liability protections in Section 4, Member Liability, applicable only to VISA processed transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your Card number or swipe your Card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and may allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability



protections) will not apply to non-VISA debit transactions. The liability rules for other EFTs in Section 4, Member Liability, will apply.

3. **Security of PIN.** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Debit Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your ATM and account services immediately.
4. **Member liability.**
 - a. **Authorized Transactions.** You are solely responsible for all transfers you authorize using the Debit Card services under this Agreement. If you permit other persons to use your Card, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.
 - b. **Notification to Credit Union.** Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your Account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call:

(360) 695-5121 or 1-800-252-6525

After business hours, call:

1-800-554-8969

or write:

People's Community Federal Credit Union,
P.O. Box 764, Vancouver, WA 98666-0764.

- c. **Business Accounts.** For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.
- d. **Consumer Accounts.** For VISA Debit Card purchase transactions, if you notify us of your lost or stolen Card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Card service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Debit Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized Debit Card transactions up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.



5. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
6. **Fees and Charges.**
 - a. **Deposits, Transfers, Withdrawals.** There may be a fee charged for deposits, withdrawals, and transfers made at non-People's ATMs. See Rate and Fee Schedule for current fee.
 - b. **Replacement Card or PIN.** A fee may be assessed for any replacement Card or PIN you order. See Rate and Fee Schedule for current fee.
 - c. **Foreign Transaction Fee.** 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. A fee based on a percentage of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. See Rate and Fee Schedule for current fee. A foreign transaction is any transaction that you complete or a merchant completes on your Card outside of the U.S., U.S. military bases, territories, embassies or consulates.
 - d. **Courtesy Pay Overdraft Fee.** For ATM and debit card POS purchase transactions, if you have requested the Courtesy Pay service, you agree to pay an overdraft fee if your transactions overdraw your account balance. The courtesy overdraft fee is \$28 per overdraft transaction.
 - e. **Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are The Accel/Exchange Network, the Co-op Network, and The PLUS SYSTEM Network. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. This includes the additional limits on liability (sometimes referred to as Visa's zero-liability program) that are not applicable to transactions processed on a PIN-Debit Network. The liability rules for other EFTs in Section 4, Member Liability, will apply.
7. **Right to Receive Documentation of Transfers.**
 - a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM 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 will receive a receipt at the time you make a transaction using an ATM. However, you may not receive a terminal receipt at some POS terminals for transactions of \$15 or less.
8. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;



- b. To verify the existence of sufficient funds to cover specific transactions on the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your written permission.

9. **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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
 - b. If you used the wrong PIN or you used a PIN or Debit Card in an incorrect manner.
 - c. If the ATM where you are making the transfer does not have enough cash.
 - d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
 - e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
 - f. If the money in your account is subject to legal process or other claim.
 - g. If your account is frozen because of a delinquent loan.
 - h. If the error was caused by a system of any participating ATM network.
 - i. If there are other exceptions as established by the Credit Union.
 - j. The ATM or POS terminal may retain your Debit Card in certain instances, in which event you may contact the Credit Union about its replacement.

10. **Termination of ATM and POS Services.** You agree that we may terminate this Agreement and your use of your Debit Card and POS services if:
- a. You or any authorized user of your PIN breach this or any other agreement with us;
 - b. We have reason to believe that there has been an unauthorized use of your PIN or Debit Card;
 - c. We notify you or any other party to your account that we have cancelled or will cancel this Agreement; or
 - d. You breach any provision of your Membership and Account Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. **Notices.** The Credit Union reserves the right to change the terms and conditions on which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
12. **Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth above 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.
- a. Tell us your name and account number.
 - b. Describe 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.
 - c. 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) calendar 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 recredit 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 recredit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) we relied on to conclude that the error did not occur. If your account had been credited pending our investigation, it will be debited if we find the error did not occur.

13. **Indemnity.** If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.
14. **Waiver.** Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.
15. **Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
16. **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 Washington 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.
17. **Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
18. **ATM Safety Notice.** The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.
 - a. Be aware of your surroundings, particularly at night.
 - b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
 - c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
 - d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.



- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or PIN on your ATM Debit Card.
- h. Report all crimes to law enforcement officials immediately.