

## U OF I COMMUNITY CREDIT UNION PREPAID DEBIT CARD AGREEMENT

Read this Agreement carefully; these terms and conditions apply to the use of Your Card. You accept the terms and conditions of this Agreement and are responsible for all transactions when You sign the back of the Card, use it or allow someone else to use the Card. Keep a record of the Card number in case of loss or theft.

### Definitions

"ATM" means any terminal at which You use Your Card to access Your Card Funds. "Card" means this prepaid debit Card. "Card Funds", "Funding", or "Funds" means an amount equal to the United States Dollar ("USD") amount added to Your Card, less any amounts previously obtained by You and any fees, charges, conversion fees and other expenses incurred in connection with Your Card. "UICCU", "We" and "Us" means U of I Community Credit Union, the financial institution issuing Your Card. "PIN" means the personal identification number which You choose for Your Card. "You", "Your" and/or "Cardholder" means the individual to whom the Card is issued.

**Using the Card.** You must sign the back of Your card and activate Your Card before use at [www.CUMONEY.com](http://www.CUMONEY.com) or by calling 1-877-850-9650 and following the instructions. Your initial access code is the last 4 digits of your telephone number. Your Card is reloadable, which means You may add Funds to Your Card. You may add Funds up to five (5) times per day not to exceed a balance of \$5,000 at any time. You may use the Card to withdraw funds, receive cash advances, make PIN-based transactions and/or merchant purchases. At the time of each purchase, You may be asked to sign a receipt or enter your PIN for the transaction. The dollar amount of the purchase will be deducted from the balance of Your Card. If You plan to make a purchase for an amount which exceeds the balance, You must inform the merchant before making the purchase; A merchant will require payment for the excess. For merchant PIN transactions, You may make twenty-five (25) transactions per day with a \$1,500 daily maximum or Your Card balance, whichever is less. For merchant signature purchases, You may make twenty-five (25) transactions per day with a \$5,000 daily maximum or Your Card balance, whichever is less. If You improperly receive value greater than the remaining balance on Your Card, You will be liable for the amount by which Your transaction exceeds the remaining balance. UICCU is not responsible for a merchant's refusal to accept Your Card. Your card may not be refunded or exchanged for cash or credit. If You give Your Card to another person or allow access to Your account, You will be deemed to authorize all transactions until You give UICCU notice that further transactions are not authorized.

**ATM Transactions.** You may use Your Card to obtain Funds at any ATM. You will need to enter Your PIN and follow ATM instructions. You may make up to ten (10) ATM withdrawals per day, for a daily maximum of \$300. There may be additional fees and/or limitations established by the ATM owners / operators, depending upon the ATM You use.

**Fees.** There are no fees to use the Card to purchase goods and services. Except where prohibited by law, the following fees may apply and may be deducted from the balance available on the Card:

**ATM Fee.** Each withdrawal at an ATM will be charged \$1.50. Each request to transfer funds will be charged \$0.50.

**Maintenance Fee.** A monthly maintenance fee of \$2.00 will be deducted from Your balance each month and will occur until Card expiration or the available balance is zero.

**Funding Fee.** Each time Funds are added, \$0.50 will be deducted.

**Denied Transaction Fee.** If a transaction is declined, either at an ATM or a merchant, a fee of \$0.50 will be deducted.

**Inactivity Fee.** If You fail to use Your Card for ninety (90) consecutive days, Your Card will be assessed a monthly fee of \$3.00 beginning in the fourth (4<sup>th</sup>) month and will occur monthly until activity resumes on the account, including Funding, or Card expiration.

**Closed, Lost or Stolen Card Replacement Fee.** To close or replace a lost or stolen Card, \$5.00 will be deducted. Upon request, a \$35 charge will be assessed for next-day delivery of a replacement card.

**Card Reissue Fee.** Upon expiration and Your card is in good standing, a new Card will be issued and mailed to You. The reissue fee of \$3.50 will be automatically deducted from your balance.

**Customer Service.** To check the available balance, review recent transactions, or obtain service at no charge, You may visit [www.CUMONEY.com](http://www.CUMONEY.com). You may call toll-free 877-850-9650, 24 hours a day, 7 days a week. Your Card will be assessed a \$0.50 fee per telephone call to the automated voice response system after 10 calls per month. Your Card will be assessed a \$5.00 fee per telephone call to live customer service after 4 free calls per month.

**Conversion To U.S. Dollars.** Transactions made in currency other than USD will be converted to USD. The exchange rate shall be either a rate selected by Visa from the rates in wholesale currency markets on the processing date and may vary from the rate Visa receives, or the government-mandated rate in effect for the applicable processing date, plus any issuer international transaction fee, up to 1%. Conversion to USD may occur on a date other than the transaction date. The actual conversion rate may differ from the rate in effect at the time of the transaction. You agree to pay the converted amount plus any applicable conversion charges.

**Restaurant Usage.** For purchases made at a restaurant, the amount will be increased by 20% while being authorized by Visa; therefore, sufficient funds must be available for the whole amount. Once the gratuity, if any, is added to the original purchase, only the final amount will be deducted from Your balance.

**Card Expiration.** Except where prohibited by law, this Card is valid through the expiration date shown on the front of the Card. As long as Your card account is in good standing, You will receive a new card with a new expiration date the month in which Your card expires.

**Returned or Exchanged Merchandise.** UICCU is not responsible for services or merchandise purchased with the Card or any damages resulting from Your Card use. If You have a problem with merchandise, or services purchased, You need to resolve the problem with the merchant. Exchange or return of merchandise purchased will be governed by the procedures and policies of each merchant applicable at the time of exchange or return.

**Lost or Stolen Cards.** If You believe Your Card has been lost or stolen call toll-free 877-850-9650 immediately or write to the Card Security Department, P.O. Box 1481, Madison, WI 53701.

**Summary of Your Liability for Transactions.** If Your Card is lost or stolen, Your liability for unauthorized transactions is zero. The zero liability policy does not apply if a loss occurs at an ATM, by using Your PIN at a merchant, or if we reasonably determine You were grossly negligent or fraudulent in the handling of Your Card.

**In Case of Errors or Questions about Your Electronic Transfers.** Telephone us at 877-850-9650 or write us P.O. Box 1481, Madison, WI 53701 as soon as You can, if You think an error has occurred involving a transaction made with Your Card or Your receipt is wrong, or if You need more information about a transaction. We must hear from You no later than 60 days after You learn of the error and You must provide the following information:

- Your name and Card number.
- The error or the transfer You are unsure about and explain why You believe it is an error or why You need more information; and/or
- The dollar amount of the suspected error;

If You inform 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 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 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 reduce the recrediting period for certain transactions subject to the following provisions. If You notify us of an unauthorized Card transaction, other than unauthorized use of the Card at an ATM, We will provide You with provisional credit for the amount of the unauthorized use within five (5) business days of receiving Your notice. We may require written confirmation of the unauthorized use before providing provisional credit and may withhold providing provisional credit, to the extent allowed under applicable law, if the circumstances or Your account history warrants the delay.

We will tell You the results within three (3) business days after We finish 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 We used in our investigation.

**Liability for Failure to Complete Transactions.** If UICCU does not complete a transfer from Your Funds on time or in the correct amount, UICCU is liable for Your losses or damages proximately caused by the error or omission. UICCU is not liable for the following: (i) if You fail to complete a transaction; (ii) if through no fault of UICCU, You do not have enough money on Your Card to pay for a transaction; (iii) if the transaction exceeds Your available Funds; (iv) if the terminal or system was not working properly; (v) if an ATM does not have enough cash; (vi) if You attempt to withdraw more than the ATM limit; (vii) if Your transaction is rejected due to pre-authorization procedures; and/or (viii) if circumstances beyond UICCU's control, prevent the transaction.

**Governing Law; Venue.** UICCU is located in Illinois and Your Card is issued from Illinois, irrespective of Your residency or the jurisdiction(s) in which You use the Card. This Agreement is entered into with You in the State of Illinois and shall be governed, construed and enforced in all respects and all causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of Illinois, without regard to its internal conflicts of law principles. Venue for state court proceedings shall lie in the Circuit Court for DuPage County, Illinois; and for federal court proceedings in the United States District Court for the Northern District of Illinois, Eastern Division.

**Amendment.** With notice to You, UICCU may change or add new terms to this Agreement at any time, including without limitation, new fees, fee increases or enforcement of rights and obligations under this Agreement.

**Confidentiality.** UICCU will disclose information to third parties about Your account or the transfers You make (a) when it is necessary for completing transfer; (b) to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (c) to comply with government agency or court orders or subpoenas, or laws and regulations; (d) if You give us Your written permission.