DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

This Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the Debit Card services offered to you by University of Illinois Community Credit Union ("Credit Union" or "UICCU"). In this Agreement, the words "you" and "yours" mean those who sign the application or Account Agreement Card as applicants, joint owners, or any authorized users. The words "we", "us" and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with Credit Union. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described below. By signing an application or Account Agreement Card for Debit Card services, signing our Debit Card or using any service, each of you, jointly and seperately, agree to the terms and conditions in this Agreement and any amendments for the Debit Card Services offered.

1. **UICCU Cash and Check Card (Debit Card)**

If approved, you may use your Debit Card to purchase goods and services from participating merchants. You agree that you will not use your Debit Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Debit Card purchases will be deducted from your designated account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Debit Card and Personal Identification Number (**PIN**) in automated teller machines (**ATMs**) of the Credit Union, Star, CO-OP Networks, PLUS, Allpoint and such other machines, networks or facilities as the Credit Union may designate.

At the present time, you may also use your Debit Card to:

- Make Deposits to your designated accounts;
- Withdraw funds from your designated accounts;
- Transfer funds between your designated accounts;
- Make balance inquiries on your share and share draft accounts;
- Make Point-of-Sale (**POS**) transactions with your Debit Card and PIN to purchase goods or services at merchants that accept Visa cards;
- Order goods or services by mail, telephone or internet from merchants that accept Visa cards.

The following limitations on frequency and amount of UICCU Debit Card transactions may apply:

- You are limited to 99 UICCU Debit Card transactions in a 24 hour period.
- Purchase amounts are limited to the amount available in your account.
- You may purchase up to a maximum of $5,000 each 24 hour period.

- There is no limit to the number of cash withdrawals you may make per 24 hour period from an ATM machine.
- You may withdraw up to a maximum of $1,010.00 per 24 hour period from an ATM as long as there are sufficient funds in your account
- You may transfer up to the available balance in your accounts at the time of the transfer.
- POS (PIN based) purchases are limited to $5,000.00 each 24 hour period.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

2. Conditions of Electronic Funds Transfer (EFT) Services

a. Ownership of Debit Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, immediately according to the instructions. The Debit Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Debit Card or account to another person.

b. Honoring the Debit Card. Neither we nor merchants authorized to honor the Debit Card will be responsible for the failure or refusal to honor the Debit Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Security of PIN. You may use a PIN with your Debit Card and/or electronic funds transfers. The PIN you select is for security purposes. Your PIN is confidential and should not be disclosed to third parties or recorded on or kept with the Debit Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone. If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your EFT services immediately. Unless you initiate the phone call, under no circumstance should a Credit Union employee request your PIN through home banking, over the internet or through other contact. Do not respond to any such request, even if the person claims to represent the Credit Union.

d. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

e. International Transactions. The exchange rate for transactions in a currency other than U.S. Dollars will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from rate Visa itself receives, or the government-mandated rate in effect for the applicable

central processing date, plus 1% International Service Assessment (ISA) transaction fee charged by Visa or the equivalent fee charged by any other network.

3. Fees and Charges

There is no charge for ATM withdrawals at machines owned by us. If you use an ATM that is not owned by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The ATM surcharge will be debited from your account if you elect to complete the transaction.

- $1.00 charge of ATM withdrawals at machines **not** owned by us (non-proprietary and if applicable).
- $1.00 charge for Point of Sale (POS) Terminal Transactions (if applicable).
- Annual Debit Card Fee of $5.00 (if applicable).
- Replacement Debit Card fee of $15.00 per card.

4. Member Liability

You are responsible for all EFT transfers you authorize. If you permit someone else to use an EFT service, your Debit Card, or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Debit Card has been lost or stolen or if you believe someone has used your Debit Card or PIN or otherwise accessed your account without your authority. Telephoning is the best way of keeping your possible losses down. Immediate notification may prevent the loss of all money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Debit Card or Debit Card number without your permission, and is either a Visa or interlink transaction, you will have no liability for the transaction. For all other EFT transactions, including ATM transactions, your liability of an unauthorized transaction is determined as follows.

If you tell us within two (2) business days, you can lose no more than $50 if someone used your Debit Card without your permission.

If you do NOT tell us within (2) business days after you learn of the loss or theft of your Debit Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers 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 not get back any money lost after the sixty (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 hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Debit Card has been lost or stolen or that someone has transferred or may transfer money from your account with your permission:

Telephone us at **(217) 278-7700** or **(877) 678-4328** (toll free); or write us at:

University of Illinois Community Credit Union
2201 S First Street
Champaign, IL 61820

5. **Stop Payments**

In light of the immediate posting of Debit Card transactions, you may not stop payment on any EFT transaction.

6. **Right to Receive Documentation**

a. **Periodic Statement.** Transfers and withdrawals made through any ATM or Debit Card transaction will be recorded on your periodic statement. You will receive a monthly statement.

b. **Terminal Receipts.** You may get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transactions with a participating merchant, if the transaction is greater than $15.00.

7. **Account Information Disclosure**

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

- As necessary to complete transfers:
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission;
- To provide information regarding improper use of an account or card.

8. **Business Days**

Our business days for posting transactions are Monday through Sunday.

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 may be liable for your losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following situations:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transactions are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- For preauthorized transfers if, through no fault of ours, the payment information for a preauthorized transfer is not received.
- If you used your Debit Card or PIN in an incorrect manner.
- If the ATM does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (such as fire or flood) or power failure prevent the transaction.
- If the money in your account is subject to legal process or other claim.

- If funds in your account are pledged as collateral subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system failure of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your Debit Card, PIN, or any EFT facility for making such transfers) prevent the transaction.
- Any other exceptions as established by the Credit Union.

10. Notices

All notices from us will be effective when we have mailed or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

11. Billing Errors

Telephone us at **(217) 278-7700** or **(877) 678-4328** (toll free) or write us at:

University of Illinois Community Credit Union
2201 S First Street
Champaign, IL 61820

as soon as you can if you think your statement or receipt is wrong or if you need more information about a listed transaction. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appears.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 tell you the results of your 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 provisionally credit your account within (10) business days (five (5) business days for Visa Debit Card purchases) for the amount you think is in error, so that you will have the use of the money during the time it take 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 transactions initiated outside of the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

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) relied upon to conclude that the error did not occur.

12. Termination of EFT Services

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Debit Card and any PIN. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer to not accept your Debit Card or PIN for any EFT Service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs authorized prior termination.

13. 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 Illinois and the local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court in Champaign County.

14. Enforcement

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under the 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 Champaign County in Illinois, if allowed by applicable law.

15. Safety Precautions

The following is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit is used after dark.
- 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.
- 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 Card and/or deposit envelope, and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN on your Debit Card or keep it in the same place as your Card.
- Report all crimes to law enforcement officials immediately.



217.278.7700 www.uoficreditunion.org 877.678.4328