

## VISA® MoneyMAX Card Agreement and Disclosure

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 St. Louis Community Credit Union Visa MoneyMAX card and any duplicates, renewals, or substitutions the Credit Union issues to you, pursuant to a payroll program through your employer (Employer); “Account” means the thrift account designated on the application for your Card; “Credit Union” means St. Louis Community Credit Union 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.

This account is a stored value debit card account. Your employer may transfer your salary, wages, or other compensation on a recurring basis to the Credit Union for deposit into this account. This account is uninsured and no interest or dividends are paid on this account.

Once the Credit Union is in receipt of funds from your employer and your employer authorizes us to deposit these funds into your account, then you may use the card. However, the Credit Union shall have no liability if circumstances beyond our control (such as communications or computer failure, flood, fire or other acts of God) prevent us from making the funds available.

If you attempt to use your account for more than the then current balance, we may refuse to authorize the transaction. However, if we do authorize the Transaction, you will be charged the debit card transaction clearing with non-sufficient funds fee stated in the MoneyMAX Fee Schedule. In addition, you agree:

- (a) That we may take the amount of the negative balance plus any fees from subsequent additions to the Card account, or
- (b) To pay us on demand the amount of the negative balance plus any fees.

**1. ISSUANCE OF CARD:** You have requested the Credit Union to issue a Card that can be used to access funds in your Account. The Credit Union will issue a PIN that must be used with the Card for Transactions that require use of a PIN. Do not reveal your PIN 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 transactions made by any other person you authorize to use the Card. If the Account is a joint account, all Transactions involving the Account are binding on all Account holders. Section 12 tells you about your responsibility for unauthorized Transactions.

**3. USE OF THE CARD:** 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). You may use your Card to receive cash advances at financial institutions that accept Visa. You may use Your Card and PIN to withdraw cash from your Account at ATMs. You may also order goods or services by mail or telephone from places that accept Visa cards. Some of these services may not be available at all locations.

Use of the Card, the 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 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. Any future changes to your Account may affect your use of the Card.

The Credit Union may charge Card Transactions to the Account in any order it determines. If the Account balance is insufficient to cover the Transaction the Credit Union may choose to honor the Card transaction. You agree to reimburse the Credit Union immediately for any Card Transaction honored which cannot be paid out of this account. You agree that your card will not be used for illegal transactions.

**4. TRANSFER SERVICES:** You may use your St. Louis Community Credit Union Visa MoneyMAX card as an ATM Card to:

- Withdraw cash from your Visa MoneyMAX card account.
- Obtain balances on your thrift account.

NOTE: For security reasons, there are limits on the number and dollar amounts of Transfers you can make using ATMs.

**5. LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS:** The limit set for point of sale (POS) Transactions is determined by the available balance in your Account, but not to exceed \$5,000 per day. In any one (1) day, you may make up to 999 POS Transactions. The maximum amount you may withdraw at an ATM is \$505 per day (5 p.m. Central Time to 5 p.m. Central Time). In any one (1) day, you may make up to 9 ATM Transactions. You may use your Card to receive cash advances at financial institutions that accept Visa. Your Card may not be used for any illegal transaction, such as unlawful gambling.

**6. OTHER LIMITATIONS (LIMITED USAGE):** The following Transactions will be prohibited with your Visa MoneyMAX card:

- Foreign Transactions that are initiated in countries other than the U.S.
- Transactions at car rental merchants
- Deposits to your checking or share savings account by use of ATMS

The limited usage of Your Card prohibits Transactions of the above nature from taking place.

**7. SERVICE FEES AND OTHER CHARGES:** The Credit Union reserves the right to change any fee. Notice of such a change will be given as is required by law. By using this Card you may be subject to other service fees as in accordance with the current Credit Union Fee Schedule. These fees are as follows:

SERVICES	ACCOUNT CHARGES
Monthly Maintenance	\$1.50 each owner per month
SLCCU-Owned ATM Withdrawals	Free and unlimited
Non SLCCU-Owned ATM Withdrawals*	\$1.00
ATM Balance Inquiries**	Free
MAX 24-Hour Phone Teller	5 free per month, then \$0.50 each
MAX Online Banking	Free
MAX Online Banking with Bill Pay	\$2.50 per month

## SERVICES

Member Service Phone Calls	2 free per month, then \$1.25 each
Automatic Payment with Visa Card	Free
Pinless Signature-Based Purchase At Merchant	Free
Pinned Point-of-Sale (POS) Purchase	Free
PIN Changes	Free
Card Replacement	\$10.00 each
Account Closure Fee	\$25.00 if closed within 90 days
Duplicate Statement/Undeliverable	\$5.00 per request/\$5.00 per statement
Inactivity Fee (after 60 days of no activity)	\$2.50 per month
Tax Levies or Garnishments	\$20.00 per occurrence
Requested Chargebacks or Receipt Copies	\$10.00 per occurrence
Debit Card Transaction Clearing With Non-Sufficient Funds	\$18.00 per occurrence
Money Orders	\$0 .49 per money order
Cashier's Checks (minimum \$250)	\$5.00 per check
Visa Gift Cards	\$5.95 per gift card
Lobby/Teller Charges	\$2.00 per visit

*\*When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used].*

*\*\*You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.*

## 8. RIGHT TO RECEIVE DOCUMENTATION OF

**TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from your Account using an ATM, merchant, or POS terminal. You will be sent a monthly Account statement showing the Transactions made with the Card, Employer Deposits, fees and other adjustments to this account. Sales or cash withdrawal drafts for those Transactions will not be returned with the statement. You should retain the copies of such drafts that were furnished at the time of the Transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your Account statement for errors, discrepancies, or improper Transactions. Photocopies of drafts will be furnished on request for a charge.

**9. BUSINESS DAYS:** Business days of the Credit Union are Monday through Friday, excluding legal holidays.

**10. RETURNS:** Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union and Your Account will be credited.

**11. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** The Credit Union will disclose information to third parties about your Account or the Transactions you make when: (1) It is necessary for completing Transactions; (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us your permission.

**12. LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** You are responsible for all Transactions you authorize using your Card. If you permit other persons to use your Card, you are responsible for any Transactions they authorize or conduct on any of your Accounts.

Tell us AT ONCE if you believe your CARD and/or PIN have been lost or stolen, or you believe that someone may use or has used the PIN assigned to your Card account. Telephoning is the best way of keeping your possible losses down. You

## ACCOUNT CHARGES

could lose all of the money in your Card Account. If your statement shows Transactions that you did not make, contact the Credit Union at once.

All debit and credit Transactions that are processed over the Visa network are protected by the Visa Zero Liability policy. The only transactions not covered by the Zero Liability Policy are commercial card, ATM and non-Visa branded PIN transactions.

Liability for those transactions that are not covered by the Visa Zero Liability Policy are governed by Regulation E as follows:

### TIMELY NOTICE GIVEN

If the consumer notifies the financial institution within two business days after learning of the loss or theft of the access device, the consumer's liability shall not exceed the lesser of \$50 or the amount of the unauthorized transfers that occur before notice to the financial institution.

### TIMELY NOTICE NOT GIVEN

If the consumer fails to notify the financial institution within two business days after learning of the loss or theft of the access device or PIN, the consumer's liability shall not exceed the lesser of \$500 or the sum of: \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and the amount of unauthorized transfers that occur after the close of two business days and before notice to the institution, provided the institution establishes that these transfers would not have occurred had the consumer notified the institution within that two-day period.

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**13. HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION:** If you believe the Card or PIN has been lost or stolen or that someone has withdrawn or may withdraw money from your Account without your permission, call 314 534-7610 during business hours. After hours and on Sundays call 1-800-472-3272, or write St. Louis Community Credit Union, 3651 Forest Park Ave., St. Louis, Missouri 63108.

**14. 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.

**15. LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:** If the Credit Union does not complete a Transaction on your Account on time or for the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses or damages you are able to prove. However, there are some exceptions. The Credit Union will NOT be liable under the following circumstances:

- If through no fault of the Credit Union, you do not have enough money in your Account to make the withdrawal;

- b. If you had overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit;
- c. If the ATM where you are making the Transaction does not have enough cash;
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the Transaction;
- e. If circumstances beyond our control (such as fire, flood, or other acts of God) prevent the Transaction, despite reasonable precautions that we have taken;
- f. If your Account is subject to legal process or other claim;
- g. If you use a damaged or expired Card and/or PIN or one that has been reported lost or stolen;
- h. If the Credit Union believes that something is wrong, for example, that your Card has been stolen;
- i. As otherwise provided in regulations of the Board of Governors of the Federal Reserve System;
- j. For preauthorized Transactions, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

**16. RULES OF THE ACCOUNT:** All Transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.

**17. EFFECT OF AGREEMENT:** Even though the sales, cash withdrawal, 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 for 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 amend 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 Account, you will be given at least 21 days prior notice of the change.

**20. TERMINATION OF ACCOUNT:** The Credit Union reserves the right to cancel your Card at any time without notice. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's 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 those rights.

**22. STATEMENTS AND NOTICES:** You will be provided a monthly statement unless there are no transactions in a particular month. In any case you will be provided a statement at least annually. Failing to opt out of receiving paper

statements may result in a paper statement fee (See the Fee Schedule for details). This fee would be assessed to your account on the 1<sup>st</sup> day of each month for the prior month's statement. You agree that only one statement is necessary for a multiple party account. Statements will not be mailed to incorrect addresses as determined by returned mail.

**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. BY USING THE CARD:** You agree to the terms contained in this disclosure agreement. Retain this disclosure for your records.

#### **BILLING RIGHTS NOTICE**

In case of errors or questions about your card:

Telephone us at 314 534-7610

Write us at: St. Louis Community Credit Union  
3651 Forest Park Ave.  
St. Louis, Missouri 63108

Or e-mail us at [www.info@stlouiscommunity.com](mailto:www.info@stlouiscommunity.com)

as soon as you can. If you think your statement or receipt is wrong or if you need more information about a Transaction 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) Inform us of your name and Account number.
- (2) Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) Inform us of 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 determine whether an error occurred 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 complaint or question. If we decide to do this, we will 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 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.

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. For errors involving your Visa transactions, we will credit your account within 5 business days.

We will tell you the results within three business days after completing 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 that we used in our investigation.