

VISA® Check Card Agreement and Disclosure- Limited Usage Freedom Checking and Freedom Start-Up Checking

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 Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the checking 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 number on the Card and a Personal Identification Number or Code (PIN) when required, to perform a Transaction with the Card. Overdraft, overdraft privilege, deposit and transfer services may not apply to all checking products; please review your Account Agreement for specific checking account terms.

- 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 13 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.

By using the Card you agree to the terms contained in this disclosure agreement. Retain this disclosure for your records.

- 4. OVERDRAFT:** If you have a line of credit or Overdraft Privilege and a Card Transaction exceeds the amount on deposit in your checking Account, the Credit Union will advance funds to cover the item. If Overdraft Privilege is used to cover the item you will be charged an Overdraft Privilege Fee (Refer to current Fee Schedule).

If a Card Transaction exceeds the available balance of your checking account and funds are not available to advance from your line of credit, you do not have a line of credit, or you do not have Overdraft Privilege, but you have the Overdraft Protection Plan on your Account, the Credit Union will transfer funds from your savings Account to cover the item.

If funds are not available to cover the item from any of these sources, you will be charged a Non-Sufficient Funds Fee (Refer to current Fee Schedule).

If use of your Card causes all available overdraft sources designated by you (revolving credit line/Courtesy Pay and designated share accounts) to be exhausted and Transactions made by you are presented for payment, the Credit Union may add such Transaction amounts to the balance owing on your revolving credit line or may deduct from an existing share account. You promise to pay the Credit Union immediately upon demand for any amounts in excess of the credit limit on your revolving credit line.

The Credit Union may charge Card Transactions to the Account in any order it determines. If the Account available balance is insufficient to cover the Transaction the Credit Union may choose to honor the Card Transaction and dishonor checks presented for payment.

You agree to reimburse the Credit Union immediately for any Card Transaction honored which cannot be paid out of the checking Account, through a line of credit advance, or through a transfer from savings.

- 5. TRANSFER SERVICES:** You may use your St. Louis Community Credit Union Check Card as an ATM Card to:
 - Withdraw cash from your checking or share (savings) account.
 - Transfer funds between your checking, share Account and line of credit loan Account.
 - Secure a cash advance under your existing line of credit loan agreement with the Credit Union.
 - Obtain information on your checking, share or line of credit loan Account balances.

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

- 6. 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.

7. ADDITIONAL LIMITATIONS: The following Transactions will be prohibited with Your Card:

- Foreign Transactions that are initiated in countries other than the U.S.
- Transactions at car rental merchants
- Deposits to Your Account by use of ATMS
- The limited usage of Your Card prohibits Transactions of the above nature from taking place.

8. SERVICE FEES AND OTHER CHARGES: The Credit Union reserves the right to assess an annual fee or Transaction fee in the future. 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.

9. RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

You can get a receipt at the time you make a withdrawal from your Account using an ATM, merchant, or POS terminal. You will be provided a monthly Account statement showing the Transactions made with the Card. Sales or cash advance 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.

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

11. 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.

12. 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.

13. 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.

You are required to tell the Credit Union AT ONCE if you believe your Card or your PIN has been lost, stolen or otherwise compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum revolving credit line and shares used to cover overdrafts). If you tell the Credit Union within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell the Credit Union 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 transactions that you

did not make, tell the Credit Union at once. If you do not tell the Credit Union within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if the Credit Union can prove that it could have stopped someone from taking the money.

14. 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.

15. 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.

16. 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:

- a. 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.

17. 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.

18. 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.

19. 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.

20. CHANGE IN TERMS: The Credit Union may amend this Agreement from time to time. 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.

21. 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.

22. 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.

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.

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 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. 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.

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.