



Debit Card Disclosure for Personal Accounts

VISA Debit Card Disclosure for Personal Accounts

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” or Check Card means Providence Federal Credit Union VISA Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the personal account designated as the primary account for your VISA Check Card. “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement and “Transaction” means use of the Card of the Account number on the Card to perform a transaction with the Card, “Terminal” includes but is not limited to, Point-of-Sale/Merchant terminal (POS), Automated Teller Machine (ATM) or cash dispensing machine (CDM). “Share Draft Account” means your personal checking account(s). “Share Account” means your personal savings account(s).

VISA DEBIT CARD

You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your card purchases will be deducted from your checking or savings 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 pursuant to the overdraft protection plan or may terminate all services under the Agreement. You may not use your Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe may be illegal or unlawful. You may use your card and Personal Identification Number (“PIN”) in automated teller machines within the ACCEL, PLUS, CO-OP or Allpoint networks and other machines as the credit union may designate. At the present time, you may use your card to:

- Withdraw funds from your savings and checking accounts
- Deposit funds to your checking and savings accounts
- Transfer funds from your checking and savings accounts
- Obtain balance information for your checking and savings accounts

If we approve your application for point of sale (POS) services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals.

OVERDRAFTS

Order In Which Checks and Other Items Are Paid. In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its

processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

CARD RESPONSIBILITIES AND CONDITIONS

VISA purchases are limited to the balance available in your account. The credit union reserves the right to refuse any transaction, which would draw upon insufficient funds or 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. You are solely responsible for any disputes you may have with merchandise or services received using the VISA debit. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

I. Ownership of 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, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

II. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the 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.

III. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is 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 the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of up to 1% of the

transaction amount for any card transaction made in a foreign country.

SECURITY OF PIN

The ATM-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 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.

MEMBER LIABILITY

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. 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 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, except electronic check 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 EFT 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.

If your statement shows EFT 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 be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(503) 215-6090
(888) 849-5189

Or write to:

Providence Federal Credit Union
6400 SE Lake Rd. Suite 125
Milwaukie, OR 97222

TERMINATION OF ATM and POS Services

You agree that we may terminate this Agreement and your use of your Card and POS services, if:

- a. You or any authorized user of your Card or PIN breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your Card or PIN;
- 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.

ELECTRONIC FUNDS TRANSFERS

By signing the Account Card or signing or using the Check Card ("Card"), you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfer ("EFT") are electronically initiated transfers of money through automated teller machines ("ATMs") and debit card purchases involving your deposit accounts at the Credit Union. Not all services are available for all members; we will tell you if certain services are not available for your accounts.

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. In no case will we be liable for any indirect, special or incidental 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 ATM-PIN, or you used an ATM-PIN or 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 the VISA Network or any other participating network.
- i. If there are other exceptions as established by the Credit Union.
- j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

BUSINESS DAYS

Our business days are Monday through Friday from 7:30am to 4pm. Holidays are not included.

FEES AND CHARGES

Electronic funds transfers may be subject to fees as set forth in the rate and fee schedule.

ATM SAFETY

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night
- Look for well-lighted ATMs when transacting at night
- If you notice anything suspicious when approaching the ATM, return later or use another ATM
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Consider having another person accompany you to the ATM
- Immediately report all crimes to the ATM operator and to local law enforcement officials
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information
- Put your cash away as soon as the transaction is complete. Count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you.
- Remember to keep your PIN a secret. Make sure not to write it on your Debit Card or anywhere else in your wallet. Thieves can easily figure out the reason for "hidden" or "secret" numbers.

(Revised 8/14/20 by Providence Federal Credit Union)