

# VISA CHECK CARD - CARDHOLDER AGREEMENT



**VISA Purchase Daily Limit \$1,500.00**  
**ATM Cash Withdrawals Daily Limit \$500.00**

In this agreement, 1199 SEIU Federal Credit Union will be referred to as "Credit Union:" and the 1199 SEIU Federal VISA Check Card will be referred to as "check card".

I hereby apply to 1199 SEIU Federal Credit Union for check card privileges. By retaining, using and/or authorizing another person to use my check card, I accept and agree to the following terms and conditions.

1. The check card is not a credit card. All check cards are the property of 1199 SEIU Federal Credit Union, which may, without liability or advance notice, revoke or limit any or all card uses in this agreement.
2. The card must be returned to the Credit Union upon request or may be impounded automatically by merchant or machine. I may cancel these privileges by notification to the Credit Union in writing and physically surrendering the check card.
3. I will be assigned a Personal Identification Number (PIN). At no time will I reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. I will immediately notify the Credit Union of any loss, theft, or unauthorized use of my check card and/or PIN. When the Credit Union receives this information from me, a partial freeze will be placed on my account immediately and no withdrawals from this account will be permitted by use of the identified check card and/or PIN. On proper execution of a lost card affidavit and any other documents required by the Credit Union, a new check card and/or PIN will be issued for a nominal fee.
5. The Credit Union will not be liable for failure to honor my check card due to improper use, rejection of my card by an ATM network or merchant, my bankruptcy or termination of this Agreement. The Credit Union shall not be liable for failure to honor my check card because the Credit Union or its agents inadvertently identified me and/or my account by name and/or account number or otherwise, on any "Cancellation Bulletin", "Fraud Sheet", and other written publication, or publishing same orally as being delinquent, in arrears, in default, being used without the Credit Union's permission, or that the card is stolen, lost, revoked, expired, canceled or terminated. The Credit Union will not be liable if circumstances beyond its control (such as fire or flood or other extenuating circumstances) prevent the transition(s) despite reasonable precautions, from being completed; or if the Credit Union has, because of my default, exercised its right against funds in my account pursuant to a pledge, a right of offset or a statutory lien, The Credit Union will also be excused from such liability if I fail to observe the terms and conditions of this Agreement, or other account agreements which relate to such "electronic fund transfers".
6. The use of this check card is subject to regulations on Share Draft and savings accounts. I agree not to withdraw funds in excess of the balance in my account.
7. If I obtain cash from an ATM or merchant point of sale which creates an overdraft in my share draft account, the overdraft is due and payable at the moment I receive it and I agree to pay the full amount to the Credit Union.
8. I also authorize the Credit Union, in such case, to apply from other shares or deposits I may have in the Credit Union such amounts as may be necessary to pay such overdraft amount.
9. I will promptly examine the Credit Union's periodic statements of account and will promptly notify the Credit Union of any errors or irregularities.
10. I agree to advise the Credit Union promptly in writing of any change of address. Mail addressed to me at my address of record with the Credit Union shall be deemed to be properly addressed. If the Credit Union has to file a lawsuit to collect what I owe, I will pay the reasonable expense including attorney's fees or collection agency fee.
11. Nothing in this Agreement shall be deemed to annul, limit, or in any way modify any other obligation or relationship I may be with the Credit Union now or hereafter.
12. All new accounts are verified through Chexsystems, a consumer reporting agency.

**Disclose Information Provided in Compliance with Regulation E** Types of electronic funds available: You may use your check card for ATM withdrawals from your share draft account and for purchases through merchants that accept VISA.

**Charges for EFT Transactions** ATM withdrawals will be charged \$1 per transaction. A \$5 fee will apply to replace your check card and/or PIN should it be requested more than once. There is no fee for debit transactions through merchants accepting Visa.

**Documentation of EFT Transactions** You will receive a receipt at the time you make any transfer from your share draft account using the Visa Check Card.

You will receive a monthly statement from us on your share draft account.

**Liability For Failure to Make Transfer** If we do not complete a transfer 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. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- (5) There may be other exceptions stated in our agreement with you.

**To Third Parties** We will disclose information to third parties about your account or the transaction you make:

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau collection agency or merchant;
- (3) In order to comply with government agency or court orders; or
- (4) If you give us written permission.

**Consumers Liability for Unauthorized Use of Visa Check Card** Study the check card transactions carefully on your statements. Tell us at once if you believe your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission. If you do not tell us within two business days after you learn of the loss or theft or your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you can lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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 making transactions if had told us in time.

If a good reason (such as a long trip, or a hospital stay) kept you from telling us, we may extend the time period.

**Telephone Number and Address for Reporting Loss, Theft, or Unauthorized use of the VISA Check Card** You should promptly notify the Credit Union at: (212) 957-1055 or write to: 1199 SEIU Federal Credit Union, 310 W. 43rd St., 2nd Fl., New York, NY 10036 Fax: (212) 767-1732. After business hours, please call (800) 554-8969 to report a lost card.

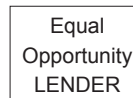
PROTECT YOUR PIN: NEVER KEEP IT WITH YOUR CARD

**Business Days** The 1199 SEIU Federal Credit Union business days are Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, exclusive of holidays.

**Error Resolution** In case of errors or questions about your electronic transfers, call or write us at the telephone number listed in this brochure, as soon as you can. Call 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) Tell us your name and account number.
- (2) Describe the error or transfer 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) 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 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a point of sale transaction or a foreign initiated transfer) 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 the investigation. If we ask you to put your complaint or question in writing and if we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



310 West 43rd St, 2nd Fl, New York, NY 10036  
(212) 957-1055 Fax: (212) 767-1732 1199federalcu.org

We do business in accordance with the Federal Fair Housing Law and Equal Credit Opportunity Act