

**WOODMEN FEDERAL CREDIT UNION
VISA CHECK CARD AGREEMENT AND DISCLOSURE STATEMENT**

In this Agreement and Disclosure Statement (“Agreement”), the words “you” and “your” mean each and all of those who apply for the card or agree to be bound by this Agreement; “Card” means the Woodmen Federal Credit Union Visa Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your 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 or the Account number on the Card, and a Personal Identification Number or Code (“Pin”) when required, to perform a transaction with the Card.

1. Issuance of Card. You have requested Woodmen Federal Credit Union to issue you a Card that can be used to access funds in your Checking Account. The Credit Union will issue you a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN number 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 that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. Section 10 below tells you about your responsibility for unauthorized transactions.
3. Use of Card.
You may use the Card and PIN to withdraw cash from your Checking Account at ATM’s, merchants, or financial institutions that accept VISA cards.

You may use the Card without the PIN to:

- (1) Purchase goods or services at places that accept VISA cards
- (2) Order goods or services by mail or telephone from places that accept VISA cards.
- (3) Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

When using your Card, a merchant may require you to process the transaction as a “Debit” or “Credit.” To have the transaction processed as a debit card transaction, you must press the “Credit” button on the keyboard the merchant gives you. The “Debit” button is for on-line transactions, but transactions with your Card are not processed on-line. They are processed like credit card transactions so you must press the “Credit” button. (Most merchants do not currently use these keyboards, but they are common in certain parts of the U.S.)

Use of the Card, the Account 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 honor VISA cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account.

Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

4. Overdrafts. You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.
5. Limitations on Dollar Amounts and Frequency of Transactions. Daily withdrawal limits are set on a per member basis and are subject to change.
6. Charges for Transactions. The amount of any charges will be deducted automatically from your Account.
7. Fee Disclosures. You may be charged a fee of \$1.00 per month by the Credit Union for the Card. In addition, When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer, and you may be charged a fee for a balance inquiry.
8. Right to Receive Documentation of Transactions. You will receive a receipt at the time you make a transaction using an ATM or point of sale terminal. You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no Transactions in a particular month. In any case, you will be sent a statement at least quarterly.
9. Business Days. The business days of the Credit Union are Monday - Friday, not including holidays.
10. Disclosure of Account Information to Third Parties. The Credit Union will disclose information to third parties about your Account or the Transactions you make: (1) when it is necessary for completing the transaction; or (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) if you give us your permission.

11. 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 transferred or may transfer money from your Account without your permission call VISA at 1-800-991-4965 or write to Woodmen Federal Credit Union, 1700 Farnam, Omaha NE 68102.
12. Liability of Unauthorized Transactions. Notify the Credit Union IMMEDIATELY if you believe your Card or Pin has been lost or stolen. Telephoning is the best way to keep losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if you have one). Your liability for transactions on a lost or stolen VISA Check Card is zero if the Card is reported after discovery. These liability limits do not apply to ATM transactions. Your liability for ATM transactions is: 1) \$50.00 if the Card is reported within two business days after discovery; and 2) \$500.00 if the Card is reported more than two business days after discovery. If the Credit Union determines you have been grossly negligent (by writing a personal identification number on the Card, for example) or fraudulent in handling the Card, the liability can increase up to the limits currently provided by Regulation E.

Also, if your statement shows transfers 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 if you had told it in time.

13. Right to Stop Preauthorized Payments and Procedure for Doing So. If you have arranged in advance to have regular payments made from your Account, you can stop any of these payments. Here's how: Call or write the organization that is taking the payment and call or write the Credit Union, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Credit Union may also require you to put your request in writing and get it to us within 14 days after you call. A stop payment fee may apply.
14. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order the Credit Union to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
15. Notice of Varying Amounts. If the preauthorized payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
16. 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.
17. Liability for Failure to Make Transfers. If the Credit Union does not complete a transfer from your account on time or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will **not** be liable:

If, through no fault of the Credit Union's, you do not have enough money in your Account to make the transfer.
If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.
If the automatic teller machine where you are making the transfer does not have enough cash.
If the terminal or system was not working properly.
If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
If your Account is subject to legal process or other claim.
If you use a damaged or expired access device or an access device that has been reported lost or stolen.
If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
For preauthorized transfers, if through no fault of the Credit Union, the payment information for the preauthorized transfer is not made.

18. Rules of Account. All Transactions covered by this Agreement are also subject to all rules and agreements that govern the Account(s) being debited or credited in connection with a Transaction, except as modified by this Agreement.
19. Foreign Transactions. Purchases, cash withdrawals and cash advances made in foreign currencies will be debited to your account in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesales 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. An International Service Assessment (ISA) fee of 1% may be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. An ISA fee of .08% may also be imposed on all single-currency international transactions. A single-currency international transaction is a cross-border transaction where a currency conversion does not take place.

20. Effect of Agreement. Even though the sales, cash advances, 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 and the application agreement are the sole Agreements that apply to all Transactions involving the Card.
21. Additional Benefits, Card Enhancements. The Credit Union may from time to time offer additional services to 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.
22. Change in Terms. The Credit Union may change 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 twenty-one (21) days prior notice of this change.
23. Termination of Account. The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either of 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.
24. No Waiver. The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.
25. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notice to all.
26. 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.
27. Signatures. By signing in the Signature area of the application form that was given with this Agreement when you received it, you agree to the terms of this Agreement. You should retain this Agreement for your records.

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Billing Rights Notice

In Case of Errors or Questions About Your Card:

Telephone us at (402)271-7285 or write us at 1700 Farnam St 13th Floor, Omaha NE 68102, 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) Tell us 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) 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 our investigation 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 forty-five (45) days (ninety (90) days for POS transactions or if the transaction is initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will recredit your Account within five (5) business days, or ten (10) business days for ATM transactions, 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 ten (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 three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.