

VISA Check Card Rules and Disclosures

These rules govern the relationship between Dane County Credit Union (DCCU) and each person (Member) to whom is issued, or who is authorized to use a DCCU Check Card.

1. **Definitions.** The following definitions apply to these rules:

“Account” means your checking account with DCCU.

“Card” means your DCCU Check Card issued by DCCU and any additional cards or renewals.

“We”, “Us”, and “Our” means DCCU.

“You” and “Your” or “Member” means each person who is a party to the Account and who applied for the card.

“ATM Terminals” or “Automated Teller Machine” means any terminal at which you may use your Card together with your Personal Identification Number (PIN) to perform transactions.

2. **Card Ownership, Termination.** The Card remains the property of DCCU and shall be surrendered by Member upon request. DCCU may terminate Member’s privilege of using Card and may withhold approval of any transaction at any time.

3. **Use of Card.** You may use your Card to:

- a) withdraw cash from your Account;
- b) make deposits to your Account.
- c) transfer funds between your checking and savings accounts; and
- d) pay for purchases at places that have agreed to accept the Card.

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

4. **Limitations on Your (PIN) Transactions.** Using your Card and your Personal Identification Number (PIN), you may make 3 cash withdrawals totaling \$510.00 from ATM terminals each day. You may also make up to 10 point of sale transactions from merchant terminals per day totaling up to \$1010. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals.

5. **Limits on Check Card (Non-PIN) Transactions.** You may make a total of 20 transactions each day totaling up to \$3,010.00. You may use the Card only if the available balance in your account (together with your unused credit line if your account has an overdraft credit line associated with it) will be sufficient to pay the amount of the Purchases, Cash Withdrawals and ATM transactions. Any Purchase or Cash Withdrawal may be subject to authorization by us or by a MasterCard or VISA authorization center and no authorization will be given if the amount of all outstanding Purchases and Cash Withdrawals will exceed your available balance or your applicable credit limit.

6. **Authorization to Debit or Credit Account.** Each time your Card is properly used you authorize DCCU to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and DCCU is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your Account.

7. **Overdrafts.** If use of your Card overdraws your Account, you agree to make immediate payment to DCCU of the amount of

any such overdrafts together with such service charges as DCCU may impose. Also, whenever your Account is overdrawn, we have the right to return unpaid any checks or other orders on your Account which are presented to DCCU and to assess a service charge for making such returns. If your Account has an overdraft line of credit associated with it, the terms and conditions contained in your credit line agreement (or other applicable agreement) will control with respect to overdrafts of your Account regardless of whether they result from Purchases, Cash Withdrawals, use of checks, or use of any other card or device.

8. **Fees and Charges.***

a) **Per deposit charge.** You will not be charged a fee for transfers or deposits you make using our ATM terminals.

b) **ATM withdrawal, transfer or (PIN) point of sale transaction charges.** There are no fees associated with this type of usage.

c) **Check Card (non-PIN) transaction charges.** You will not be charged a fee for any non-PIN Check Card transactions.

d) **Overdrafts.** You will be charged \$25.00 for each transaction which results in an overdraft.

e) Replacement of lost card \$5.00

f) Emergency card replacement \$85

* DCCU reserves the right to change fees and charges at any time. The fees and charges described in this disclosure are accurate as of June 1, 2008. This information may have changed after that date. To find out what may have changed, call us at 608 256-5665 or write us at P.O. Box 7994, Madison, WI 53707-7994.

9. **Disclosure of Account Information.** We will disclose information to third parties about your Account or the transfers you make: where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission.

10. **Account Statements.** Your regular monthly Account statement will reflect each Purchase and Cash Withdrawal charged to your Account and each credit applied to your Account during the monthly account cycle and the related fee, if any. Even if there is no account activity, you will receive a statement at least once every three months.

11. Transaction Receipts. You will get a receipt at the time you make any transfers to or from your Account using an ATM terminal, or make purchases using your Check Card.

12. Right to Stop Payment. You are not permitted to stop payment on any Purchase or Cash Withdrawals originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

13. Limitations in DCCU's Responsibilities. Any System containing terminals at which the Card may be used are available for the convenience of the Member and, except to the extent provided in Section 910 of the Electronic Funds Transfer Act, DCCU is not liable for the unavailability or failure to operate of all or any part of any System. Except for its own negligence, DCCU is not liable for any personal injury or tangible property damage suffered or incurred by Member through use or attempted use by Member of the Card at any terminal. Except to the extent provided in section 910 of the Electronic Funds Transfer Act, DCCU is not liable for any loss, cost, damage, or expense incurred by Member by reason of malfunction of any part of any System or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, or act of God or any other entity which is part of or connected to any System; and DCCU is not liable for consequential damages.

14. Our Liability if We Fail to Make Certain Transfers. If we do not complete a transfer to or from your Account on time or in the correct amount according to the Cardholder Rules when you have properly instructed us to do so, we will be liable to you for the damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for instance:

- a) if, through no fault of ours, your Account does not contain enough money to make the transfer.
- b) if the transfer would go over the credit limit on your overdraft line.
- c) if the automated teller machine where you are making the transfer does not have enough cash.
- d) if the terminal or ATM system was not working properly and you knew about the breakdown when you started the transfer.
- e) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- f) other exceptions as stated in paragraph 13.

15. Customer Liability-Notification of Unauthorized Use. You will not be liable to DCCU for unauthorized use of the Card but

- a) if you furnish the Card to another person, you shall be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to DCCU that further transactions are unauthorized, and
- b) you shall immediately notify DCCU of any loss, theft, disappearance or known suspected unauthorized use of the Card. Such notice shall be provided by telephoning 1-800-593-3228 or writing us at P.O. Box 7994, Madison, WI 53707-7994. Upon request you shall confirm telephone notice in writing.

16. Our Business Days. Our business days are Monday through Friday. Holidays are not included.

17. Multiple Party Accounts. Each member who is a party to an Account which is a joint Account hereby appoints each other Member who is a party to such Account as Member's attorney with power to appoint one or more agents with power to use the Card to make withdrawals from such Account. Each Member shall indemnify DCCU for any tax it may be required to pay under Wisconsin Statutes by reason of withdrawals or payments from the Account, after the death of a Member, to any person or to the survivor in the case of a joint account.

18. Limitations on Use of Card. Member may not:

- a) request any transactions at a terminal if Member knows or is informed by or at the terminal, or by a clerk, that the terminal is malfunctioning or not operating.
- b) attempt any transaction without the use of a Card and insertion of Member's correct PIN which will be furnished by DCCU.
- c) attempt to initiate any transaction in connection with an Account which has been closed by Member or DCCU, or which is subject to legal process or other encumbrance.
- d) request i) a withdrawal or transfer of funds from an Account if the withdrawal or transfer would overdraw the Account or, if the Account is maintained in connection with a check credit or overdraft checking line, the credit limit of that line, ii) a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator; or iii) a withdrawal which exceeds limits as established and disclosed by DCCU.
- e) deposit funds to an Account i) by means of anything other than transfer from another Account, cash or a completed negotiable instrument payable in U.S. dollars, dated within 6 months prior to the date of attempted deposit, drawn by or properly endorsed by Member and the amount of which does not violate any restriction on the instrument; or ii) in an amount in excess of any limitations imposed by the terminal operator.
- f) obtain authorization of a check or draft which is i) drawn by or payable to the order of someone other than the Member presenting the Card; ii) not endorsed by the member presenting the Card (unless payable to a merchant); iii) not payable in U.S. dollars; iv) dated more than 6 months prior to date of the transaction; v) in violation of any stated restriction on the check or draft (for example, not valid after 30 days); or vi) for an amount which exceeds the limits established and disclosed by DCCU. Neither DCCU nor terminal owner is liable to Member if the transaction is not completed and Member has violated any of these Rules.

19. Refunds on Purchases. Cash refunds will not be made to you on Purchases made with your Card. If a merchant who honors your card gives you credit for merchandise returns or adjustments, the merchant will do so by sending you a credit

slip which we will apply as a credit to your Account. Unless our use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

20. Foreign Transactions. Purchases and cash advances made in foreign countries or foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars 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 each instance, plus a 1% international transaction fee. This fee is assessed on all international purchases, credit vouchers, and cash disbursements. If the foreign merchant processes the transaction using United States currency and there is no exchange, the fee is 0.8%.

21. Non-Visa Debit Transactions Dane County Credit Union enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a Personal Identification Number (PIN). A non-Visa debit transaction may occur on your Dane County Credit Union debit card through networks other than Visa. Listed are examples to help you distinguish between a Visa debit and non-Visa debit transaction:

a) To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt; provides a card number (for example, in e-commerce or mail/telephone order environments); or swipes the card through a point-of-sale terminal (a purchase made at a merchant through the VISA network, where the amount is under \$25.00, does not require a signature or PIN for authentication purposes).

b) To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction. Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa transactions.

22. Other Agreements. All terms, conditions, and agreements which govern your Account (whether set forth in your Account Rules, in any related rules and regulations or otherwise) also apply to the Card except where these Rules provide differently.

23. Agreement to Comply with Rules. Your retention of, signature on, or use of the Card constitutes your agreement to comply with these Rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Wisconsin.

24. Your Rights if You Think There is an Error on Your Statement. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS telephone us at 1-800-593-3228 or write us at P.O. Box 7994, Madison, WI, 53707-7994 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 your statement or receipt. YOU MUST CONTACT US AT THIS TELEPHONE NUMBER OR ADDRESS ABOUT YOUR ERRORS OR QUESTIONS. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared and:

- a) tell us your name and account number.
- b) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error and why you need more information.
- c) tell us the dollar amount of the suspected error.
- d) it will be helpful to us if you also give us a telephone number at which you can be reached in case we need more information.

IF YOU TELL US ORALLY, WE WILL REQUIRE THAT YOU SEND US A COMPLAINT OR QUESTION IN WRITING, AT THE ADDRESS PROVIDED ABOVE, TO BE RECEIVED BY US WITHIN 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 45 days to investigate your complaint or question. If it is necessary to do this, we will provisionally recredit 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, however, you have told us orally about your question or complaint and we did not receive your written confirmation within 10 business days of your oral report (after we asked you for it), we will not provisionally 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. For point of sale transfers and foreign initiated electronic fund transfers we may take up to 20 business days, after we hear from you, to tell you the results of our investigation, or alternatively, recredit your Account and resolve the error within 90 days.

25. Amendments. We may amend the above terms and conditions at any time. We will give you written notice at least 30 days before the amendment becomes effective if the amendment will result in increased fees or liability to you or stricter

limitations on the transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Information in this disclosure is correct as of June 1, 2008 and is subject to change without notice. Contact us for the most updated information at Dane County Credit Union, P.O. Box 7994, Madison, WI 53707-7994, 608 256-5665.