



## AFG Employees Credit Union

### VISA Check Card

# Application and Agreement

PO Box 929  
Kingsport, TN 37662

Phone: (423) 229-7335  
Fax: (423) 378-3928

20. **Effect of Agreement:** Even though the sales, chase 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.

21. **Additional Benefit/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 Accounts, you will be given at least twenty-one (21) days prior notice of the 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 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. If your Card has been closed by the Credit Union and you wish to reopen the Card, your Checking Account **MUST** have at least six (6) months of positive balances with no NSF's. A new Visa Check Card Application needs to be fully completed.

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. Notice 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 attorney's 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 attached to this agreement when you received it, you agree to the terms of this Agreement. You should detach this agreement from the application and retain the Agreement for your records.

#### Billing Right Notice

In Case of Errors or Questions About Your Card:

If you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt, telephone the Credit Union at (423) 229-7335 or write the Credit Union at PO Box 929, Kingsport, TN 37662 as soon as possible. We must hear from you no later than 60 days after we mailed the FIRST statement on which the problem or error appeared. The following information must be provided:

- (1) Your name and Account number.
- (2) Describe the error or the transaction you are unsure about, with an explanation why you believe it is in error or why you need more information
- (3) The dollar amount of the suspected error.

If you notify the Credit Union orally, we may require that you send your complaint or questions in writing within ten (10) business days.

The Credit Union will provide you with results of our investigation within 10 days (20 business days for POS transactions or if the transaction was initiated outside the United States) after the Credit Union hears from you and will correct any error promptly. If the Credit Union needs more time, however, it may take up to forty-five (45) days, (ninety (90) for POS transactions or if the transactions was initiated outside the United States) to investigate your complaint or questions. If more time is needed, we will credit your Account within ten (10) business days (twenty (20) business days for POS transactions or if the transaction was initiated outside the United States) for the amount believed to be in error, giving you the use of the money during the time it takes the Credit Union to complete our investigation. If we ask you to put your complaints or questions in writing and we do not receive it within ten (10) business days, the Credit Union may not credit 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 we used in our investigation.

11. **Liability for Unauthorized Transactions:** Notify the Credit Union **AT ONCE** if you believe your Card 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 (plus your maximum overdraft line of credit, if you have one. If you tell the Credit Union within two (2) business days from the time of discovery, you pay zero (\$0.00) if someone used your card without your permission.

If you do **NOT** notify the Credit Union within two (2) business days after you learn of the loss or theft of your Card; and the Credit Union could have stopped someone from using your Card without your permission, you could lose as much as \$50. If the Credit Union determines that you have been grossly negligent or fraudulent in handling the Card(s), the liability can increase up to the limits permitted by law.

Also, if your statement shows transactions that you did not authorize, notify the Credit Union at once. The Credit Union must be notified within sixty (60) days after your statement was mailed to receive credit for the unauthorized Transactions. Also, if the Credit Union can prove that it could have stopped the unauthorized transactions if it had been properly notified, you may not receive credit for the unauthorized transactions.

12. **How to Notify the Credit Union in the Event of Unauthorized Transactions:** If you believe the Card or PIN has been lost or stolen or that someone has or may make unauthorized transactions from your Account without your permission, call (423) 229-7335 or write PO box 929, Kingsport, TN 37662.

13. **Right to Stop Pre-Authorized Payments and Procedure for Doing So:** If you have arranged in advance to have regular payments made from your Account, you may stop any of these payments by calling the Credit Union at (423) 229-7335 or writing PO Box 929, Kingsport, TN 37662. We must receive your request three (3) business days prior to scheduled payment. If you call, the Credit Union may also require you to submit your request in writing and forward to us within 14 days.

14. **Liability for Failure to Stop Payment of Pre-authorized Payments:** If you request the Credit Union to stop one of these payments three (3) business days or more before the payment is scheduled, and the Credit Union does not do so, we will be liable for your losses or damages.

15. **Notice of Varying Amounts:** If the pre-authorized payments vary in amount, the party receiving the payments should notify you ten (10) days before each payment is due and notify you of the amount of the payment. You may choose instead to get this notice only when the payments would differ by more than a certain amount from the previous payments, or when the amount would fall outside certain limits set by you.

16. **Refusals 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 to or from your Account in a timely manner 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 in the following events:

- \* If, through no fault of the Credit Union you do not have enough money in your Account to honor the transaction or make the transfer.
- \* If you have overdraft protection with the Credit Union and the transaction would exceed your overdraft protection limit.
- \* If the automated teller machine where you are making the transaction does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction or 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 pre-authorized transactions or transfers, if through no fault of the Credit Union, the payment information for pre-authorized transactions or transfers is not received.

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:** Transactions that initiated in foreign countries and foreign currencies will be charges to your Account in U.S. Dollars. The conversion rate to U.S. Dollars will be at: (i) the wholesale market rate, or (ii) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).

Purchases and cash advances made in foreign currencies will be debited from 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 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 an additional 1%. 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.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, 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.

**APPLICATION NEEDS TO BE FILLED  
OUT IN COMPLETION BEFORE A  
CARD IS ORDERED.  
FAILURE TO DO SO MAY RESULT IN A  
RETURNED APPLICATION.**

# Visa Check Card Application and Member Information

## TELL US ABOUT YOURSELF

Last Name

First

Middle

Social Security #

Street Address Apt # City State Zip Birth Date

Employer Employer Address Home Phone # Start Date

Position Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.

Account # Other Source: \$ \_\_\_\_\_ Per \_\_\_\_\_  Gross Monthly Income  Net Monthly Income \$ \_\_\_\_\_ Mother's Maiden Name

By signing below, you certify that the information on this application is complete, true and submitted for the purpose of obtaining the electronic service(s) requested. You agree: (a) that the Credit Union can use the credit reporting agencies or otherwise verify the information on this Application for purpose of extending credit or services to you or reviewing or collecting on a loan account or yours; (b) that the Credit Union can tell others about its credit experience with you and obtain information from others about its credit experience with you and obtain information from others about your credit history and performance. If you request, the Credit Union will tell you the name and address of any credit reporting agency from which it received a credit report on you. If approved for the requested Visa Check Card Services, you acknowledge receipt of and agree to the terms of the Visa Check Card Agreement.

Member's Signature

Date

## TELL US ABOUT YOUR CO-APPLICANT (F APPLICABLE)

Last Name

First

Middle

Social Security #

Street Address Apt # City State Zip Birth Date

Employer Employer Address Home Phone # Start Date

Position Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.

Relationship to Applicant Other Source: \$ \_\_\_\_\_ Per \_\_\_\_\_  Gross Monthly Income  Net Monthly Income \$ \_\_\_\_\_ Mother's Maiden Name

By signing below, you certify that the information on this application is complete, true and submitted for the purpose of obtaining the electronic service(s) requested. You agree: (a) that the Credit Union can use the credit reporting agencies or otherwise verify the information on this Application for purpose of extending credit or services to you or reviewing or collecting on a loan account or yours; (b) that the Credit Union can tell others about its credit experience with you and obtain information from others about its credit experience with you and obtain information from others about your credit history and performance. If you request, the Credit Union will tell you the name and address of any credit reporting agency from which it received a credit report on you. If approved for the requested Visa Check Card Services, you acknowledge receipt of and agree to the terms of the Visa Check Card Agreement.

Co-applicant's Signature (Signature Required for Joint Application)

Date

FOR CREDIT UNION USE ONLY:

Overdraft Protection Limit \$ \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

## AFG EMPLOYEES 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 agree to be bound by this agreement; "Card" means the Credit Union's Visa Check Card and any duplicate, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for you Visa Check Card; "Credit Union" means the Credit Union whose name appears on the Agreement; and "Transactions" 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 the Credit Union to issue you a Card that can be used to access funds in your 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 to anyone or write it down where it is available to others. Before a Card will be ordered for you, a direct deposit or payroll deduction from your current job must be established. Otherwise, this may result in a returned application.

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 11 tells you about your responsibility for unauthorized transactions.

3. **Use of the 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:

- \* purchase goods or services at places that accept VISA cards, (these are point of sale or POS transactions), order goods or services by mail or telephone from places that accept VISA cards.
- \* 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. They are processed like credit card transactions, so you must press the "Credit" button, but the transactions are directly withdrawn from your Share Draft (Checking) Account (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 the 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.

4. **Fees and Charges:** There are certain fees and charges for (VISA Check Card) services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable laws. The following fees and charges will be deducted from your Share Draft (Checking) Account as applicable.

No Monthly Charge for VISA Check Card.

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

5. **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 or over extend your 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.

6. **Limitations on Dollar Amounts and Frequency of Transactions:** The following limitations apply to the use of the Card. You may make up to five (5) transactions per day. Total dollar amount of transactions is limited to \$300.00 per day.

7. **Charges for Transaction:** The amount of any charges will be deducted automatically from your Account.

8. **Right to receive Documentation of Transactions:**

- \* You will receive a receipt at the time you make any Transactions to or from your Account using an ATM or point of sale terminal.
- \* You will be sent monthly Account statements 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 through Friday, 7:00 a.m. to 5:00 p.m.

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:

- \* when it is necessary for completing transactions;
- \* in order to verify the existence and condition of your Account;
- \* for a third party such as a credit bureau or merchant;
- \* or in order to comply with government agency, court orders; or
- \* if you give us your written permission.