## VISA Debit Card/Checking Overdraft Agreement

- This Agreement covers your Alpine Credit Union Checking Overdraft. In this Agreement, the words YOU and YOUR mean each and all of those who use the Checking Account. WE, US, and OUR means Alpine Credit Union. CARD means the VISA Debit card. ACCOUNT means your VISA Checking Overdraft Line of Credit with us. If you request, sign, use or permit anyone to sign or use any Card issued to you, you acknowledge and agree to all the terms of this Agreement.
- 2. You authorize us to investigate your credit standing when opening or reviewing your account. And you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing to the extent of our policies and the Law.
- If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Alpine Credit Union, P.O. Box 217, Orem, UT 84059

or call us at 1-800-543-5073 or 801-225-0256 You may also contact us on the Web: <u>fraud@alpinecu.com</u> You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

- 4. Your VISA Debit Card accesses your Checking Account. Use of the Card results in a charge to your Checking Account. Your Card may be used at participating VISA merchants, point-of-sale terminals, Automated Teller Machines (ATM's) or by providing your Card information electronically, by phone, or mail. The terms and conditions of the ATM access are set forth in the Credit Union's Electronic Funds Transfer Policy included in the Credit Union's Membership Information Agreement. Your Debit Card also provides access to your Checking Overdraft Line of Credit upon approval.
- 5. Each authorized individual signed on your account is jointly and severally responsible for use of the Card and the Checking Account. You are responsible for charges made by anyone else to whom you give the Card. Your responsibility for use of the Card and the Checking Account continues even though an agreement, divorce decree or other court order may direct you or another person to be responsible for the account.
- 6. We will mail you a statement of your account monthly. The statement will contain previous balances; the current transactions on your account; the remaining credit available under your Overdraft Line of Credit; the total new balance, and the minimum payment required, if any. The minimum payment will be either (a) \$30, or (b) your total new balance, if it is less than \$30 plus (c) any portion of the minimum payment shown on prior statements which remains unpaid.
- 7. Average Daily Balance Method (Including Current Transactions).

We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, advances, or loans, subtract any payments or credits, and add unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

- The Overdraft Line of Credit APR is 18.00% with a daily periodic rate of .0493%.
- 9. You will be in default if you fail to make any minimum payment within 15 days after your payment due date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death, your failure to abide by this Agreement, or if the value of our security interest materially declines. If you default, the entire balance of this account shall become due and payable at the option of the Credit Union subject to our giving you any notice required by law, and to the extent permitted by law. You will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.
- 10. The Credit Union may charge fees in connection with the Card and this Agreement. Any fee is set forth in the Credit Union's Fee Schedule.
- 11. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have established an Overdraft Line of Credit with sufficient available funds. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases: for example, a legal garnishment or attachment served; the account funds are security to an obligation to the Credit Union; or you fail to pay a Credit Union loan on time.
- 12. If the available funds in your Checking Account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with the overdraft procedures or an overdraft plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts at any time. If the Credit Union pays a check or purchase that would otherwise overdraw your account, you agree to pay the Checking Overdraft Line of Credit immediately. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- Cards cannot be used for any ILLEGAL TRANSACTIONS. Cards cannot be used for online gambling or other illegal activity. The Credit Union cannot be held liable for any of these transactions.
- 14. Purchases and cash advances made in foreign countries and in foreign currencies will be billed to you in U.S.

Dollars. The conversion rate will be made in accordance with the operating regulations for international transactions established by VISA International, Inc. A FOREIGN TRANSACTION CHARGE of 1% will be assessed for any charge made outside the U.S. (or with a merchant who is located in a country outside the U.S.).

- 15. You hereby grant the Credit Union a lien and right of setoff on all shares or deposits in any individual, joint, multiple party or transaction accounts. The Credit Union shall have a statutory lien and right of set-off against all shares, deposits, and accumulated dividends or interest in all individual, joint, multiple party or transaction accounts in which any of you has an interest. The Credit Union may exercise its lien rights without notice.
- 16. The Credit Union may charge fees in connection with the VISA Debit Card and the Checking Account. These fees are set forth in the Credit Union's Fee Schedule. These fees may be amended by the Credit Union as allowed by law.
- 17. All forms used with your Checking Account are subject to approval by the Credit Union. The forms would include checks, deposit slips, and other transaction forms. The Credit Union shall not be responsible for any loss resulting from the use of forms not approved by the Credit Union.
- The cost of check orders is paid by you. The actual cost of checks will vary depending on style and quantity ordered.
- 19. Non-cash deposits are subject to the terms of the Credit Union's Funds Availability Policy. All deposits are accepted as collection items subject to final payment.
- 20. This Agreement is the final expression of the terms and conditions of use for the VISA Debit Card and/or Checking Overdraft Line of Credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.
- 21. You should sign the Card as soon as you get it to prevent unauthorized use. In addition, your Card may not be accepted by others if it is not signed. Whether or not you sign your Card, you will be liable for any use according to the terms of this Agreement.
- 22. You acknowledge receipt of a copy of this Agreement.

## YOUR BILLING RIGHTS

The following is important information about your rights and our responsibilities under the Fair Credit Billing Act.

## NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet and mail to the address listed on your bill. Write to us as soon as possible. We must hear from you not later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us but doing so will not reserve your rights. Please include the following information in your letter:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about.

## YOUR RIGHTS AND OUR RESPONSIBILITY AFTER WE RECEIVE WRITTEN NOTICE.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any unpaid amount you question, or report you as delinquent. You do not have to pay any outstanding questioned amount while we are investigating. You are responsible for other parts of your bill.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you still you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

IF YOU HAVE QUESTIONS CONCERNING YOUR ACCOUNT, PLEASE CALL 801-225-0256 (Toll Free 1-866-355-9425) OR WRITE TO US: Alpine Credit Union P.O. Box 217 Orem, UT 84059

Interest Rates and Interest Charges	
APR for Cash Advances	18%
Minimum Interest Charge	None
Paying Interest	You will be charged interest from the transaction date.

Fees		
٠	Lost/Stolen Card Replacement	\$10
•	Late Payment	\$20

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.