VISA CHECK CARD
AGREEMENT AND DISCLOSURE

This Agreement is the contract which covers you and our rights and responsibilities concerning VISA Check Card services offered to you by Verity Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the Verity Credit Union. The word "account" means any one or more deposits accounts you have with the Credit Union. By signing the Account Card or signing or using a VISA Check Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through automated teller machines ("ATMs") Point of Sale ("POS") terminals and check card purchases with participating merchants involving your deposit accounts at the Credit Union.

1. Services.

a. ATMs. You may use your Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union, and such other machines or networks we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Deposit funds to your Checking and Prime Share accounts (At deposit taking ATM locations).
- Withdraw cash from your Checking, and Prime Share
- Transfer funds between your Checking, and Prime Share accounts.
- Some of these services may not be available at all ATM terminals.
- Non-VISA Debit transactions.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as the Plus, CO-OP, MoneyPass, CU 24 and other such networks as we designate from time to time. The Credit Union will honor your debit transactions processed by any of these networks.

Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

b. Check Card. You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

c. Point of Sale. If we approve your application for point of sale (POS) services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals within MoneyPass and PLUS Systems or such other terminals the Credit Union may designate. Funds to cover your Card purchases will be deducted from your Checking account. If the...
2. Service Limitations

a. ATM Machines

Cash Withdrawals. Your balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

Transfers. There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Fee Schedule. You may withdraw up to $500 (if there are sufficient funds in your account) per day at any authorized ATM, subject to limits placed on each individual ATM. A total of not more than $2,500 per day may be withdrawn through the VISA network (if there are sufficient funds in your account.)

Deposits. At available locations, you may transfer between your Prime Share and Checking accounts up to the balance in your accounts at the time of the transfer.

b. Check Card/POS Purchases.

You may make check card purchases at participating merchants and POS terminals. You may make up to 30 purchase transactions per day, for a total amount not to exceed $2,500 (if there are sufficient funds in your account). The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, reduce an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transactions for which you do not have sufficient available verified funds. You may not use your Card or account for any illegal or unlawful transaction. The Credit Union may refuse to authorize any transaction that it believes may be illegal or unlawful.

3. Condition of Card Use.

a. Ownership of Cards

The Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be reposessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

b. Honoring the Card

Neither we nor the merchant authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

c. Security of PIN

The Personal Identification Number (PIN) issued to you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of the PIN code and the Credit Union suffers a loss, we may terminate your ATM and account services immediately.

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d. Joint Accounts

You represent that your joint account holder has consented for you to use that account. We will end your use of the service if any joint account holder notifies us of your unauthorized use of the service. If the joint account can no longer be operated on your instructions, it will be closed. If you are the primary member of the joint account and you are in breach of this Agreement, we may suspend the joint account service until any breach is cured.

4. Member Liability.

a. Authorized Transactions

You are solely responsible for all transfers you authorize using your Card, PIN or access code, even if the amount exceeds your available balance. We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawful transaction, and we may impose limits on your ability to conduct transactions by use of an electronic funds transfer service.

b. Liability for Unauthorized Use

You are responsible for any transactions they conduct on your behalf and you are responsible for all losses down. We will end your use of your EFT services under this Agreement if we remove your Card and you promptly provide us with a written statement regarding your unauthorized Card claim. We will end your use of the service if any joint account holder notifies us of your unauthorized use of the service.

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If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(206) 440-9000 or 1 (800) 444-4589

or write:

Verity Credit Union
PO Box 75974
Seattle, WA 98175-0974


Our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges.

a. Replacement Card.

b. Overdraft Transfer Fee.

c. Non-Sufficient Funds (NSF) or Premium Overdraft POS-ATM Fee.

A fee will be charged for each VISA Check card or ATM card transaction which, when posted, causes the account to be overdrawn. Please refer to the current rate and fee schedule.

d. Foreign Transaction Fee.

Purchase transactions made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. 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 addition, you will be charged a Foreign Transaction Fee of up to 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

e. Deposit of Empty Envelope to ATM.

f. ATM Fees.

7. Right to Receive Documentation of Transfers.

a. Periodic Statements.

b. Terminal Receipt.

Some electronic terminals will not provide receipts for transactions of $15 or less.


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As necessary to complete transfers;

To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;

To comply with government agency or court orders;

If you give us written permission.

9. Credit Union Liability for Failure to Make Transfers.

If we do not complete a transfer to or 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.

- If, through no fault of ours, you do not have the funds in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- If you used the PIN, the ATM, or the card in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system of the designated ATM Networks or any other participating network.
- If there are other exceptions as established by the Credit Union.
- The ATM, POS terminal or participating merchant may retain your card in certain instances, in such an event you may contact the Credit Union about its replacement.

10. Termination of EFT Services.

You agree that we may terminate this Agreement and your use of your EFT services and the use of your card, if:

- You or any authorized user of your PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your PIN or Card;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- You breach any provision of your Membership and Account Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transaction initiated before the termination.

11. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

12. Billing Errors. In case of errors or questions about your electronic transfers, telephone us at the phone number(s) or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

(1) Tell us your name and account number (if any).
Describe the error or the transfers you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error. If you tell us or ally, 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 ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States.) If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for VISA Card purchase 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 then (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. ATM Safety Notice.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposits facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.


You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable.

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15. **Governing Law.**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.