

# FLORIDA DOT CREDIT UNION

## VISA DEBIT CARD AGREEMENT

For the purposes of the VISA Debit Card Agreement, "Card" means any VISA Debit Card issued to any of you and any duplicates, renewals or substitutions thereof, and "Cardholder" means each person whose name is embossed on the face of the Card and each person who signs above and/or signs, uses or authorizes use of the Card. By signing above and/or signing, using or authorizing the use of the Card, Cardholder agrees with Florida DOT Credit Union ("Credit Union") to the following terms, conditions and disclosures:

1. Cardholder will hold in strict confidence the personal identification number (PIN) to be used with the Card. Cardholder will notify Credit Union immediately of loss, theft or unauthorized use of the card and/or PIN.
2. Use of the Card, the Account number, the PIN, or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions or others who honor the Card is an order by Cardholder for the withdrawal of the amount of the Transaction from Cardholder's Account at the Credit Union ("Account"). Each Transaction with the Card will be charged to the Account on the date the Transaction is posted to the Account. Deposit and payment receipts are binding on Credit Union only after verification by Credit Union.
3. Except as inconsistent with this Agreement, use of the Card is subject to the terms and conditions of the Account as amended by Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of the Account may affect the use of the Card. The Card may not be used for any illegal transactions.
4. Although the sales, cash advance or other slips or receipts that Cardholder signs or receives when using the Card and/or PIN may contain different terms, this Agreement is the sole Agreement that applies to all Transactions related to the Card and/or PIN except as stated herein.
5. Delivering the Card and/or PIN to another person constitutes authorization of that person to use the Card. Cardholder shall be liable for all authorized use of the Card.
6. Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from the Account, or for a terminal's retention of the Card. Credit Union is not liable for the refusal of any merchant or financial institution to honor the Card or to complete a withdrawal from the Account or for a merchant or financial institution's retention of the Card. Credit Union is not subject to claims and defenses arising out of goods or services Cardholder purchases with the Card.
7. Transactions initiated in foreign countries and foreign currencies will be charged to the Account in U.S. Dollars. The conversion rate to U.S. Dollars will be made in accordance with the operating regulations for international transactions established by VISA, through whose facilities such transactions are handled.
8. Statements and notices will be mailed to you at the most recent address you have given Credit Union. Notice to any Cardholder will be notice to all Cardholders.
9. This Agreement is subject to amendment by Credit Union at any time in its sole discretion. Cardholder will receive notice of amendments in accordance with applicable law without restatement of the terms herein.
10. Cardholder agrees to indemnify Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by Credit Union in the event of an overdraft or Cardholder's failure to perform according to the provisions of this Agreement.
11. Cardholder agrees to pay all charges (purchases and cash advances) to Cardholder's Account made by Cardholder or anyone whom Cardholder authorized to use the Card. Cardholder also agrees to pay any fees and charges assessed against Cardholder's Account under the terms of this Agreement and any other agreement with the Credit Union.
12. The Card is the property of Credit Union which may, without liability or advance notice, revoke or limit any or all Card uses. The Card may not be used after the Credit Union cancels it or after it has expired. If Credit Union cancels, Cardholder agrees to send the Card to Florida DOT Credit Union, 640 E. Gaines St., Tallahassee, FL 32301.
13. To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.
14. In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.
15. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.
16. If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, Credit Union has the right, subject to applicable law, to payment by Cardholder of all attorney's fees and costs, including fees on any appeal and any post-judgment actions. Cardholder agrees that such legal action may be filed and heard in the county and state in which Credit Union's principal place of doing business is located, if allowed by applicable law.

### ELECTRONIC FUNDS TRANSFER DISCLOSURE

#### Consumer's Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Tell us AT ONCE if you believe your Card and/or PIN 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 line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits of Liability for VISA Debit Card when used for point-of-sale transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card, when used for point-of-sale transactions.

Telephone Number and Address to Be Notified in the Event of an Unauthorized Transfer

If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account(s) or lines of credit without your permission, call 1-800-472-3272 or write us at Florida DOT Credit Union, 640 E. Gaines St., Tallahassee, FL 32301.

What Constitutes a Credit Union Business Day

Our business days are Monday through Friday, excluding Federal holidays.

Types of Available Transfers and Limits on Transfers, ATM Transactions and Limitations — You may access your Account(s) by ATM using your Card and PIN to:

- get cash withdrawals from Share Draft / Checking Account(s)
  - you may withdraw no more than \$300.00 per day
- get cash withdrawals from Share Savings Account(s)
  - you may withdraw no more than \$300.00 per day
- transfer funds from Share Savings Account(s) to Share Draft / Checking Account(s)
- transfer funds from Share Draft / Checking Account(s) to Share Savings Account(s)
- get information about:
  - the account balance of your Share Draft / Checking Account(s)
  - the account balance of your Share Savings Account(s)

Debit Transactions — You may use your VISA Debit Card to access your Share Draft / Checking Account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), or get cash from a participating merchant or from a participating financial institution.

- You may make no more than \$1500.00 per day in debit transactions.

FOR SECURITY REASONS, THERE ARE OTHER LIMITATIONS ON THE NUMBERS OF TRANSFERS YOU CAN MAKE USING YOUR CARD AND/OR PIN.

Charges for Transfers or Right to Make Transfers

We do not charge for transfers except as set forth in the Fee Schedule.

If you initiate a transfer at an ATM which is not operated by us, a fee may be imposed by the ATM operator and/or by any national, regional or local ATM network.

Right to Receive Documentation of Transfers

You can get a receipt at the time you make any transfer to or from your account(s) using one of our automated teller machines or point-of-sale terminals.

You will get a monthly account statement from us for your Share Draft / Checking Account(s).

You will get a monthly account statement from us for your Share Savings Account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- (1) -where it is necessary for completing transfers, 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 order, or
- (4) -if you give us your written permission.

Credit Union's 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. We will not be liable, for instance:

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

There may be other exceptions stated in our Agreement with you.

In Case of Errors or Questions About Your Electronic Transfers:

Telephone us at (850) 414-4400 or Toll-Free (877) 884-0112  
or write:

Florida DOT Credit Union  
640 E. Gaines Street  
Tallahassee, Florida 32301

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 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 transfer you are unsure about, and explain as clearly as you can why you believe it is an 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the alleged error is a result of an unauthorized VISA Debit Card point-of-sale transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the alleged error involved an unauthorized VISA Debit Card point-of-sale transaction) 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 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### ATM SAFETY PRECAUTIONS

Please take the following precautions when using your Card at an automated teller machine:

1. Always remain alert and aware of your surroundings when approaching, using and leaving an ATM.
2. There is safety in numbers. If possible, have someone you know and trust accompany you when using an ATM.
3. Do not write your PIN on your card or a piece of paper in your wallet or purse.
4. Have your Card out and ready to use before you approach the ATM. Complete your ATM transaction quickly.
5. Stand directly in front of the ATM view screen and keypad to prevent someone from seeing your PIN.
6. Do not display your cash while at or while leaving the ATM. Secure your cash and Card as soon as the transaction is completed. Wait until you are in the safety of your vehicle or another safe area to count your cash.
7. If you are confronted with any suspicious activities while engaging in an ATM transaction, cancel your transaction, secure your Card and leave immediately. Please report any suspicious activities to the ATM owner / operator and the local police as soon as possible.

The above ATM Safety Precautions are required by the Florida Statutes, but do not create any rights or duties as between you and the Credit Union. The Precautions are not all inclusive. ATM users should utilize such other precautions as may be appropriate under any particular set of circumstances. The Credit Union expressly disclaims any and all liability as related to the use of any ATMs owned or controlled by the Credit Union.

# VISA Debit Card Application

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Joint Owner's Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

*By signing below, I (we) authorize Florida DOT Credit Union to obtain credit reports in connection with this application for a VISA Debit Card.*

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Owner's Signature

\_\_\_\_\_  
Date

Bring or mail application to:  
Florida DOT Credit Union  
640 E. Gaines St.  
Tallahassee, FL 32301