

Heartland Credit Union VISA® Debit Card Agreement and Disclosures

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 VISA® Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the checking account designated on the application for your Card; “Credit Union” means Heartland Credit Union or anyone to whom the Credit Union transfers this Agreement; and “Transaction” 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.

THIS IS NOT A CREDIT CARD. BY USING THIS CARD YOU ARE ACCESSING YOUR OWN FUNDS.

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 a PIN that must be used with the Card for transactions that require use of a PIN. **Do not reveal your PIN to anyone else or write it down where it is available to others.**

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.

USE OF THE CARD: You may use the Card without the PIN to purchase goods or services at places that accept VISA® debit cards. Depending on the merchant, you may or may not be required to use a PIN. You may use your card to receive cash advances at financial institutions that accept VISA® debit cards. You may use the Card and PIN to withdraw cash from your Account at ATMs. You may also order goods or services by mail, online or telephone from places that accept VISA® debit cards. Some of these services may not be available at all locations. Use of the Card, the Account number on the Card, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor VISA® debit 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. Use of the Card is subject to the terms and conditions of your Account. Any future changes to your Account may affect your use of the Card.

OVERDRAFTS:

Our Real Overdraft Protection program is available for qualified checking accounts that are opted-in. Please see our Real Overdraft Protection brochure for more information.

NOTE: HCU owned ATMs will alert you when accessing layers of Real Overdraft Protection. However, foreign owned ATMs will not alert you.

NOTE: Collateral securing other loans you have with the Credit Union will also secure any negative balance in your checking account. Failure to pay the Credit Union immediately on demand for any such negative balance will constitute default under this agreement and under all other secured loan agreements with the Credit Union, and the Credit Union will have the right to immediate possession of the collateral. The Credit Union may charge Card transactions to the account in any order it determines. If the account balance is insufficient to cover the transaction, the Credit Union may choose to honor the Card transaction and dishonor checks presented for payment.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS:

You may complete a total of 25 VISA® Debit Card transactions each day:

- Up to 25 may be purchases where your signature is required.
- Up to 10 may be purchases where your PIN is required.
- Up to 10 may be withdrawals at an ATM.

The dollar limit each day is determined by the available balance in your account not to exceed:

- \$3500 in purchases where your signature is required.
- \$3500 in purchases where your PIN is required.
- \$500 in withdrawals from an ATM.

You may use your card to receive cash advances at financial institutions that accept VISA® debit cards.

ADVISORY AGAINST ILLEGAL USE. Any financial service we provide may not be used for any illegal purpose. You agree to indemnify and hold us harmless from any and all actions arising out of your illegal use of the financial services we offer. Any illegal use of our services will be a default in this agreement and may result in the credit union pursuing any legal remedy. You agree that illegal use of the VISA® Debit Card constitutes a default in our agreement and an attempt to hide the purpose of the use from our knowledge. You agree that the Credit Union is not responsible for and that you will hold the Credit Union harmless from losses resulting from your intentional, negligent, or inadvertent disclosure of your personal identification number to any third party.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

You will receive a receipt at the time you make a withdrawal from your Account using an ATM, merchant, or POS terminal. You will be sent a monthly Account statement showing the Transactions made with the Card. Sales or cash advance drafts for those transactions will not be returned with the statement. You may retain the copies of such drafts that were furnished at the time of the transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your account statement for errors, discrepancies, or improper transactions.

Photocopies of drafts will be furnished on request for a charge.

RETURNS: Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union and your Account will be credited.

STOP PAYMENT WAIVER: You waive the right to stop payment on any draft issued against your account, which has been properly guaranteed.

REFUSAL 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.

RULES OF THE ACCOUNT: All Transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.

FOREIGN TRANSACTIONS: Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA® International, Inc., or MasterCard through whose facilities such transactions are handled.

EFFECT OF AGREEMENT: Even though the sales, cash 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.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS: The Credit Union may from time to time offer additional services for 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.

CHANGE IN TERMS: The Credit Union may amend 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 Account, you will be given at least (45) days notice prior to the change.

TERMINATION OF ACCOUNT: The Credit Union reserves the right to cancel your Card at any time without notice. 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 cancel your Card, you agree to return the Card to the Credit Union or destroy it, at the Credit Union's option.

NO WAIVER: The Credit Union can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.

STATEMENT 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 joint account owner will be considered notice to all.

GENERAL: To the extent permitted by law, you agree to pay reasonable costs, including attorneys' 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.

SIGNATURES: By signing the application form, using the card, card number and/or PIN or allowing another to use the card, card number or PIN, you agree to the terms of our most recent Agreement. Retain this disclosure for your records.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s). Credit given by us to you with respect to an automated clearinghouse entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.
- **Notice of Receipt of Entry.** Under the operating rules of the National Automated Clearing House Association, which are applicable to automated clearing house transactions involving your account, we are not required to give next day notice to you in receipt of an automated clearing house item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

HUTCH•LINE Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at 1-800-428-8472 or (620) 669-0177 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking or savings
- transfer funds from Overdraft Protection, VISA® credit card or Express line of credit to checking or savings
- make payments from checking or savings to loan accounts or VISA® credit card with us
- get information about:

- the account balance of checking, savings, loan, or VISA® credit card accounts
- transactions from checking accounts
- the last deposit to savings accounts
- transactions from savings accounts
- history of loans or VISA® credit card accounts

ATM Transfers - types of transfers and frequency and dollar limitations - You may access your account(s) by ATM using your VISA® Debit Card and personal identification number, to:

- make deposits to checking or savings account(s)
 - up to \$300.00 is made available immediately (except limited account types), the amount of the remaining deposit within 48 business hours
- get cash withdrawals from checking or savings account(s)
 - you may make no more than a total of 10 withdrawals per 24 hours
 - you may withdraw no more than a total of \$500.00 per 24 hours
 - the minimum you may withdraw is \$5.00
- transfer funds from savings to checking account(s)
 - the minimum you may transfer is \$5.00
- transfer funds from checking to savings account(s)
 - the minimum you may transfer is \$5.00
- get information about:
 - the account balance of your checking or savings accounts. Some of these services may not be available at all terminals.

Types of VISA® Debit Card Transactions - Your VISA® Debit Card may be used anywhere VISA® debit cards are accepted. You may access your checking account(s) to purchase goods, pay for services, and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Internet Web Branch Computer Transfers - You may access your account(s) by computer at our website, www.hcu.coop, using your personal identification number and account number, to:

- transfer funds from checking to savings
- transfer funds from savings to checking or savings
- transfer funds from Overdraft Protection, VISA® credit card or Express line of credit to checking or savings
- make payments from checking or savings to loan accounts or VISA® credit card with us
- get information about:
 - the account balance of checking, savings, loan, or VISA® credit card accounts
 - deposits to checking or savings accounts
 - transactions from checking or savings accounts
 - history of loans or VISA® credit card accounts

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your VISA® - branded debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: STAR and COOP Networks.

Examples of the types of actions that you may be required to make to initiate a VISA® transaction on your VISA® -branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

Examples of the types of actions you may be required to make to initiate a transaction on the STAR Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations). STAR Network billers are required to display the STAR logo. STAR Network billers must also allow you to choose how your payment is directed. Thus, you could see the STAR logo and choose to direct your payment through the STAR Network. In addition, STAR Bill Payments are not authenticated with a PIN; instead the biller authenticates your identity using known information derived from an existing relationship with you.

The provisions of your agreement with us relating only to VISA® transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on VISA® debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

* VISA® Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

FEES

Service Fees and Other Charges: The Credit Union reserves the right to assess an annual fee or transaction fee in the future. Notice of such a change will be given as is required by law. By using this Card you may be subject to other service fees as in accordance with the current Credit Union Fee Schedule.

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our separate fee schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at (620) 669-0177 or 1-800-428-8472 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your share accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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 orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, 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 Limit on Liability for VISA® Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number, which are not processed by VISA®.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 (if any).

(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 for VISA® Debit Card point-of-sale transactions processed by VISA® and 20 business days if the transfer involved a new account) 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 new account, 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 for VISA® Debit Card point-of-sale transactions processed by VISA® and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

**HEARTLAND CREDIT UNION
ELECTRONIC FUNDS TRANSFER DEPARTMENT
4000 N MONROE, P.O. BOX 1387
HUTCHINSON, KANSAS 67504-1387
Business Days: Monday through Saturday
Excluding Federal Holidays
Phone: (620) 669-0177 or 1-800-428-8472
MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST**

VISA® Debit Card # _____

Expiration Date _____