

This agreement governs your use of the VISA debit Card ("Card") issued by Kitsap Credit Union ("Credit Union") to you. By signing the Card or by using the Card, you agree to the following terms governing your and our rights and responsibilities concerning the Card transactions as applicable. Electronic Funds Transfers ("EFTs") are electronically initiated transfer of money through Card transactions, Automated Teller Machines ("ATMs"), and Point of Sale ("POS") transactions involving your deposit accounts at the Credit Union.

1. Available Card Services.

a. ATM Machine. You may use your Card and Personal Identification Number ("PIN") in ATMs within the participating ATM networks shown on your Card and other machines and facilities that we may designate. At the present time, you may use your Card to make the following transactions:

- Make deposits to your savings and checking accounts;
- Make withdrawals from your savings and checking accounts;
- Transfer funds between your savings and checking accounts; and
- Inquire about your savings and checking accounts.

b. VISA Debit Card. If we provide you with a 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.

Kitsap Credit Union enables non-Visa debit transaction processing and does not require that all such transactions to be authenticated by a PIN. Provisions of the cardholder agreement relating only to Visa transactions are not applicable to non-Visa transactions.

2. Card Limitations.

The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds or require us to increase our required reserve on the account, unless you have an approved overdraft protection account or loan with available funds. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

a. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

b. Deposits. Deposits made at ATMs will be credited to your account the day we receive the funds. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

c. Withdrawals. You may withdraw funds from your accounts at ATMs as often as you like. However, a daily withdrawal limit may apply.

d. Transfers. You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements.

e. Purchases. There is no limit on the number of Card or POS purchase transaction you may make during a statement period. A daily maximum dollar limit may be applied, or up to the available balance in your account, whichever is lower.

3. Conditions of Card Use.

The use of your Account and Card services are subject to the following conditions:

a. Ownership of Cards. Any Card or other device that we supply to you is our property and must be returned to us, or any other 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 repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of your Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Card may only be used for legal transactions. Display of a payment Card logo by an online merchant does not mean that internet-gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Card.

c. Security of PIN. The PIN that you select is for your security purposes and you are responsible for safekeeping your PIN. The PIN is confidential and should not be disclosed to third parties or recorded on or with the Card. You agree not to disclose or otherwise make your PIN number 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 these access codes and the Credit Union suffers a loss, we may terminate your Card services and account services immediately.

4. Member Liability.

a. Single & Multiple Party Accounts. The following member liability provisions apply only to single and multiple party accounts. You are responsible for all transfers you authorize using your Card or PIN under THIS AGREEMENT. IF YOU AUTHORIZE ANYONE TO HAVE OR use your PIN, you understand that person may use the Card and PIN to review your account information and make account transactions. You are responsible for any transactions they authorize or conduct on any of your accounts until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and change your PIN.

Tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down.

For Card purchase transactions, if you notify us of your lost or stolen Card, you may not be liable for any losses provided you were not fraudulent in handling your Card and provide us with a written statement regarding your unauthorized Card claim; otherwise, the following liability limits will apply.

If you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your Card, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could held liable for as much as \$500. Also, if your statement shows Card transfers that you did not make including made by Card, PIN, or other means, tell us at once.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized Card transactions up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

b. Notice to Credit Union. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call:

(360) 662-2000 or (800) 422-5852 or (800) 316-5996 after hours.

or write to:
Kitsap Credit Union
PO Box 990
Bremerton, WA 98337

5. Business Days.

Our business days are Monday through Friday 9:00 a.m. - 5:00 p.m. Holidays are not included.

6. Fees and Charges.

At the present time we do not impose any specific fees for use of your Card. We may impose fees in the future and we will notify you of any fee changes as required by law.

a. ATM Fees. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or ATM network utilized for such a transaction as well as a fee by Kitsap Credit Union. The ATM surcharge will be debited from your account if you elect to complete the transaction.

b. Replacement Cards. A fee may be assessed to replace a Card prior to its expiration as disclosed on our Rate and Fee Schedule.

c. Foreign Transactions. Purchases made 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, which is a percentage of the transaction amount for any card transaction made in a foreign country or made with merchants located in foreign countries, even if the transaction is initiated within the U.S., as disclosed on the Rate and Fee schedule.

7. Right to Receive Documentation of Card Transactions.

a. Periodic Statements. Deposits, purchases, transfers, and withdrawals transacted through an ATM or POS terminal or merchant will be recorded on your periodic statement. You will receive a statement monthly unless there are no transfers in a particular month. In any case, you will receive the statement at least quarterly.

b. Terminal Receipt. You may obtain a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

8. Account Information Disclosure.

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

- a. As necessary to complete transfers;
- b. 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;
- c. To comply with a government agency or court orders; or
- d. If you give us your express 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 in which we will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong PIN or used a PIN, or card, or the Cash Line Audio System or online banking personal computer access system in an incorrect manner.
- c. If the ATM where you are making the transfer does not have enough cash.

- d. If the ATM was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.
- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by an ATM or payment network or any other participating network.
- i. If there are other exceptions as established by the Credit Union.
- j. The ATM terminal may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

10. Termination of Card Services.

You agree that we may terminate this Agreement and your use of your Card services, if you, or any authorized user of your PIN, breach this or any other agreement with us, have caused us a loss, or if we have reason to believe that there has been unauthorized use of your PIN, VISA Credit Card, or Visa Debit Card. We will notify you or any other party on your account if we have canceled or will cancel this Agreement.

You or any other party on 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 transactions initiated before 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 cases of errors or questions about your Card transactions, telephone us at the phone numbers 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.

- a. Tell us your name and account number (if any).
- b. 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.

- c. 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 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 days (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 apply a provisional credit to your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the same 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 ten (10) business days we may not provide provisional 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. If we have provided provisional credit we will also notify you that the credit will be removed and that we will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from the consumer's account (without charge to the consumer as a result of an overdraft) for a period of five business days.

13. Safety Notices.

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. 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.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. 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.

- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your Card.
- h. Report all crimes to law enforcement officials immediately.


14. ATM One-Time Debit Charge Overdraft Coverage.

If you wish Kitsap Credit Union to pay an ATM or one-time debit charge overdraft, you must opt-in in writing. You will be charged a courtesy pay fee as set forth on the Rate and Fee Schedule. Courtesy Pay is not available on Generation You Checking accounts.

15. Enforcement.

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. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Washington 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-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Kitsap Credit Union
P.O. Box 990 • Bremerton, WA 98337
(360) 662-2000 • (800) 422-5852
kitsapcu.org

Federally Insured By NCUA
Equal Housing Opportunity 

VISA DEBIT CARD AGREEMENT

