

MCU **VISA** Debit Card Agreement of Terms



missouricu.org



Your savings privately insured up to an additional \$250,000

MCU © all rights reserved. Revised 09/10

PO BOX 1795
COLUMBIA MO 65205-1795
573.874.1477 | Columbia 573.635.8007 | Jefferson City
800.451.1477 | Toll-Free (Outside of Columbia and Jefferson City only)
573.874.1300 | FAX 573.817.5445 | TTY/TDD

Dear Cardholder:

This is your contract. Please read it carefully and keep a copy for your records because when you sign the card agreement form below, you've agreed to its terms. We agree to follow them too.

The MCU VISA Debit Card(s) — Debit card(s) (herein called Card) is issued by or on behalf of Missouri Credit Union (MCU) identified herein to the Member(s) for use with such account(s) (each referred to as an Account) as described in the member request form upon application and acceptance is subject to the following terms and conditions:

1. If Member's Account(s) is a joint account, Member hereby specifically authorizes any joint account holder to use the Card.

By signing this agreement, any and all account owners 18 years of age or older, jointly and severally agree to financial responsibility for all balances due on all transactions performed with the MCU Visa Debit Card(s) authorized by this agreement.

2. The Card is the property of MCU, which may revoke, limit or suspend its use, or issue a new one at any time without prior notice. The Member will stop using the Card and return it to MCU immediately upon request. The Card may be automatically impounded at a terminal at any time.

3. Member is responsible for the use of the Card. Member will not authorize or permit any person, except an authorized joint account holder, to use the Card. Member will not disclose the personal identification number (PIN) to any person other than a joint account holder, and agrees to keep the Card and PIN separated, and to take other reasonable steps to assure that in the event the Card is lost or stolen, the finder or thief also will not obtain the PIN.

4. Member authorizes MCU to charge the Account as indicated when the Card is used by Member or any other person, except as otherwise provided in this Agreement. If any Account is owned jointly with another person, this Agreement is fully binding on all joint account holders, and all authorizations and obligations contained herein shall be joint and several, notwithstanding the terms and conditions of any other agreement with MCU.

5. The Card may be used as a debit card to the limit based on your Member Advantage Level in a 24-hour period, and as an ATM cash card for up to \$300.00 in a 24-hour period.

6. Member will not overdraw the account unless Member has pre-existing overdraft line of credit agreement with MCU; and if Member does have such an agreement, Member will not withdraw more than the funds remaining in the overdraft line of credit. Member will immediately pay any unauthorized overdraft without notice or demand. Your account may be charged a Non-Sufficient Funds (NSF) fee, as contained in the fee disclosure provided to you, for each recurring debit presented for which there are insufficient funds.

7. The Member's Card(s) may be used to access a line of credit product with MCU. The Member will be obligated for credit advances by use of the Card(s) in accordance with the line of credit agreement; even if such advance(s) is made by the joint account holder named in the agreement, and even if such person is not a party to the line of credit agreement.

8. Card transactions are governed by this Agreement and the terms that apply to any account affected by such transactions, such as agreements, charter, bylaws, rules and regulations as well as applicable laws. Any banking business transacted by the use of the Card is not consummated until MCU has verified and processed the transaction on its records according to its usual banking practices, regardless of any receipt produced at the time of the transaction.

9. MCU makes no claims or warranties with respect to the equipment or the system, and MCU shall not be liable for any failure or malfunction of the equipment or system, except as specifically provided by law. Member will examine the periodic statements from MCU immediately. If Member believes the Card has been lost or stolen or that someone may have discovered the PIN, contact MCU. Member liability for unauthorized transactions is limited as provided by law. The rules for unauthorized transfers and error resolution are contained in the disclosure statements which will be provided to you.

10. MCU has the right to limit the frequency or amounts of withdrawals or to institute fees for Cards or transactions or to change its policies regarding these matters at any time without amending this Agreement, and MCU may charge Member's Account for

such fees. Current limits and fees, if any, are contained in the disclosure statements which will be provided to you. MCU also has the right to establish other terms and conditions pertaining to use of the Card and to change the terms and conditions set forth herein or so established, by making advance written notice thereof to Member at the address shown on the records of MCU.

11. Member may cancel this Agreement at any time by notifying MCU in writing and returning the Card cut in half. In that event, all rights and obligations for transactions that occur before MCU receives notice of cancellation shall be determined by this Agreement.

12. Lost Card Notification — If you believe the Card has been lost or stolen, you will immediately call MCU at (573) 874-1477 (Columbia) or (573) 635-8007 (Jefferson City) or (800) 451-1477 Toll-free (Outside of Columbia or Jefferson City only) or TTY/TDD (573) 817-5445, or go to MCU@Home at www.missouricu.org.

13. Liability for Unauthorized Use — Unless you have been grossly negligent or have engaged in fraud, you will have zero liability for any unauthorized transactions using your lost or stolen Card. The zero liability does not apply to ATM transactions or to transactions using your PIN or non-Visa debit transactions which are not processed by VISA, or to commercial cards. If you are liable for unauthorized transactions, your liability will not exceed \$50. In addition, even in these circumstances you will not be liable for unauthorized transactions that occur after you notify MCU, orally or in writing, of the loss, theft or possible unauthorized use. Such liability does not apply when the Card is used to make an electronic fund transfer.

14. Non-VISA Debit Processing - MCU's VISA debit card also allows you to conduct transactions on the STAR debit network, which generally requires you to enter your PIN. Some merchants are authorized to accept non-VISA debit transactions through these debit networks without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA transaction. Provisions of your cardholder agreement that specifically relate to VISA transactions (such as VISA's zero liability for unauthorized transactions) are inapplicable to non-VISA debit transactions.

15. Illegal Use of Card or Account — The use of your Card or Account for an illegal transaction or an illegal purpose is strictly prohibited. If you use your Card or Account for an illegal transaction or an illegal purpose, then at our discretion and at any time thereafter, we can suspend or terminate your Account and/or revoke your Card, subject to the terms of Paragraph 2; and you waive your right to bring any legal action against us arising out of or relating to such illegal use of or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold us harmless from any suits or other legal action, or any other liability, directly or indirectly arising out of or resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.

16. Credit Information — You authorize us to investigate your credit standing when opening, renewing 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 authorized by our By-Laws.

17. Acceptance of Current Conditions — Use of the Card constitutes acceptance of the current conditions as set forth by MCU.

18. Terms and Conditions are subject to change at the discretion of the MCU Board of Directors without notice. In the event any one provision or part of this agreement is for any reason held to be invalid, illegal, or unenforceable then such action will not affect the binding enforcement of any other provision or part of this agreement.

19. Copy Received — You acknowledge receipt of a copy of this agreement. You understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on any agreement or application made to Credit Unions insured by NCUA.

By signing below and returning this agreement, you request Missouri Credit Union to open a debit card account in your name and to issue a debit card to you. Your use of the card means you agree to the terms and conditions in the cardholder agreement to be sent with or before the card(s) are received. You authorize Missouri Credit Union, from time to time, to request a credit report from a credit-reporting agency and confirm your salary and employment.

Print Primary Member's Name

Member Account Number

Applicant (Primary) Signature

Date

Co-Applicant (Joint) Signature

Date