



CAP COM Financial Center
4 Winners Circle | Albany, NY 12205
(518) 458-2195 | (800) 468-5500 | fax (518) 458-2261
www.capcomfcu.org

BUSINESS VISA® DEBIT CARD AGREEMENT

In this Agreement, the words “you” and “your” mean “each” and “all” of those who apply for the card(s) by signing the Application for a VISA Debit Card. “Card” means the VISA Debit Card and any duplicates and renewals we issue. “Account” means your VISA Debit Card account with us. “We, us and ours” means the Credit Union.

1. Card Withdrawals

Use of the Card, the account number on the Card, the Personal Identification Number (PIN) or any combination of the three for payments, purchases or to obtain cash advances with merchants, financial institutions or others who honor the Card (“Card withdrawal”) is an order by you for the withdrawal of funds from the Checking Account if selected at an ATM. Any person you authorize to use the Card is jointly responsible with you for the withdrawal he or she makes and the withdrawal will be treated as though it were a “check” for purposes of the Checking Agreement except that:

- a. We may charge withdrawals to the Checking Account in any order we determine, and if Savings are not sufficient to cover all withdrawals, we may pay Card withdrawals and dishonor regular checks;
- b. If your Checking or Savings Account is brought negative by a Debit Card transaction, your account will be assessed an overdraft fee; and
- c. We cannot honor stop payment requests on Card withdrawals.

2. Daily Spending Limits

- a. The total daily amount available to you for a **withdrawal** at an ATM, teller cash advance or pin-based purchase is \$810.
- b. The total daily amount available to you for **signature-based purchases** is equal to the available balance in your Checking Account plus your available Checking Account Line-of-Credit limit, maximum \$10,000.
- c. The total daily amount you can **deposit** with your card at an **ATM/Point Of Banking Location** (A POB Location is a participating merchant that allows you to use your debit card to process a financial transaction) is \$9,999. For deposits made at ATM locations owned by the Credit Union, you may withdraw up to the limit shown at the ATM. Funds from deposits made at an ATM/POB location not owned by the Credit Union may not be available for immediate withdrawal.

3. Overdrafts

You promise to reimburse us immediately for the amount of any check or Card withdrawal that is honored which cannot be paid out of the Checking Account (or through an overdraft transfer, as provided for in the Checking Agreement).

4. Refusal to Honor Card

Even though your Account may have a balance sufficient to cover a requested Card withdrawal, we recognize that electronic terminals, merchants, financial institutions and others who accept the Card,

or the account number on the Card, may not be able to determine your actual balance. Therefore, we are not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card withdrawal, or for their retention of the Card.

5. Lost Card Notification

If you believe the Card, the account number, the PIN or any combination of the three has been lost or stolen you must immediately call **(844) 228-8853**. You understand that there may be a charge for the replacement of this Card.

6. Returns and Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by initiating a credit, which will post to the Checking Account. Merchants have up to 30 calendar days to issue a credit.

7. Transaction Slips

The monthly statement for the Checking and Savings Account will identify the merchant, financial institution or electronic terminal at which Card withdrawals were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you may request.

8. Disputes

We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. Under certain VISA and ATM Network guidelines, we can charge back a purchase to the merchant. You must submit your dispute in writing within 60 days of the statement on which the transaction appeared. In your letter, give us the following: your name and account number, the date and dollar amount of the transaction, describe the dispute, and sign the letter. We will issue you provisional credit within 10 days of receiving your written dispute while we investigate the matter. We may take up to 45 days to investigate an ATM/POB (Point-of-Banking Terminals: Using your Debit Card to process a financial transaction at a participating merchant establishment) dispute and up to 90 days for a POS dispute (Point-of-Sale Transaction: Using your Debit Card to make a purchase at a participating merchant establishment). VISA time frames could be longer. If it is determined that a charge-back of the transaction is not permissible, you will be liable for the disputed amount. You will be

provided with a written explanation at the conclusion of the investigation and you may ask for copies of the documents that were used in the investigation.

9. Unlawful Transactions

Your Card shall not be used for any illegal transaction, such as unlawful gambling. The Credit Union shall not be liable for any illegal transaction performed by you or anyone you authorize to use

your card.

10. Foreign Transactions

Purchases and cash advances made in currencies other than U.S. dollars will be converted to and billed to you in U.S. dollars under the regulations established by VISA International. We do not determine the currency conversion rate which is used, nor do we receive any portions of the currency conversion rate. The conversion rate to U.S. dollars will be (I.) 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 (II.) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. Conversion to U.S. dollars may occur on a date other than the transaction date; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction. You agree to pay the converted amount. You will be charged the VISA International Assessment Fee, equal to 1% of the final settlement amount, for transactions that are initiated in a foreign currency or transactions performed in a foreign country and initiated using U.S. dollars.

11. Liability for Unauthorized Use

For Card withdrawals that are made through an ATM, you may be liable for the first \$50. You could be liable for as much as \$500 if you fail to notify us within two (2) business days after you learn of the loss of your Debit card or code. Other than for reasons of gross negligence, you shall not be liable for any transactions resulting from the loss, theft or other unauthorized use of the card.

12. Card Ownership

The Card will remain the property of us, and you agree to surrender the Card to us at any time upon its request.

13. Effect of Agreement

Although the sales, cash advance, credit or other slips you sign or receive when using the Card, the account number on the Card, PIN or any combination of the three may contain different terms, the Checking Agreement as expanded by this Agreement, is the contract which solely applies to all transactions involving the Card. We may amend this Agreement from time to time by providing you with advance written notice. Your use of the Card or the account number on the Card thereafter will indicate agreement to the amendments.

14. Copy Received

Use of the Card constitutes receipt and acceptance of the terms and conditions contained in this Agreement.

15. Information Changes

Credit Union members should contact **(800) 634-2340** to obtain information regarding any changes which may have been made to our VISA Debit Card Program.

16. Non-VISA Debit Transactions

If you do not enter a PIN, transactions may be processed as either a VISA Debit Card transaction or a transaction on a PIN network. Merchants must provide you with a clear method of choosing to make a VISA Debit Card transaction if they support this option. Certain protections and rights applicable only to VISA Debit Card transactions as described in your cardholder agreement may not apply to transactions processed on a PIN network.