

VISA® Check Card Agreement

This VISA® Check Card Agreement outlines the privileges and liabilities of both Horizons North Credit Union (HNCU) and our members regarding the Check Card and services related to such card. In this Agreement the words, “we”, “us” and “our” refer to HNCU. The words “you” and “yours” mean any member of HNCU.

The term “Card” means the VISA® Check Card, which is subject to this agreement as disclosed. The term “account” refers to your regular share account or share draft account. A share draft account is required to obtain a VISA® Check Card.

Use of the Card or Personal Identification Number (PIN) by you, or by any other person you have authorized, guarantees your agreement to use the Card and PIN in accordance with the terms and conditions stated in this VISA® Check Card Agreement, the Membership and Account Agreement, the Account Card, the Truth-in-Savings Disclosure, the Fee Schedule, any Account Receipt included with this Agreement, the HNCU Bylaws, Policies and Procedures and any changes made periodically to these terms and conditions, which collectively govern your Check Card service.

The Card is the property of HNCU, and you agree to relinquish the Card to us promptly, upon demand. We may revoke the Card at any time without notice or liability.

1. Available Transactions. You may use your Card at CU Link/Plus and CO-OP Network Automated Teller Machines (ATMs), merchants or other financial institutions 24 hours a day to:
 - a. Withdraw cash from your account;
 - b. Inquire about your current balance in your account;
 - c. Make deposits to your account (Refer to our Funds Availability Policy in the Truth-in-Savings Disclosure for information regarding the crediting of deposits);
 - d. Transfer funds between your regular share account and share draft account, and vice versa;
 - e. Purchase goods or services from merchants that accept VISA® cards. These are Point-of-Sale (POS) transactions which allow you to directly debit funds from your share draft account to pay for the purchase of goods or services;
 - f. Perform additional types of transactions, which are authorized by HNCU from time to time. We may cancel certain transactions available to you with the Card, or change or add rules, regulations or limitations applicable to the Card. Limitations to the types of and amounts of transactions may vary between ATMs. All transactions using the Card are subject to verification by HNCU.

2. **POS Transactions.** When you use your Card, your Card number, the PIN or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions or others who honor VISA® cards, you authorize us to debit your share draft account for the amount of the transaction. You may be asked to sign a sales slip, withdrawal slip or other document, or you may only have to provide your Card number. HNCU is not responsible if a merchant or financial institution does not honor transactions using your Card or for their retention of your Card.
The Card is not a credit card, which means we may debit your account or place a hold on funds in your account for the amount of each transaction on either the day we post it to your account or on the day we receive notice of the transaction, whichever is earlier. When you use the Card, you are required to follow the procedures established by the merchant or financial institution.
If a merchant or other financial institution requests an authorization for a transaction you want to conduct, we will place a hold on your account. As a result, you will not have access to the funds on hold, other than for the transaction authorized, for the period of the hold. If we post the transaction to your account before the hold expires, your available balance in the account may be reduced by both the amount of the hold and the amount of the transaction.
3. **Foreign Transactions.** Transactions that are initiated outside the United States and in foreign currencies will be posted to your account in U.S. Dollars. The conversion rate will be at the wholesale market rate or the government-mandated rate whichever is applicable. We will use the rate that was in effect one (1) day prior to the processing date, and increase it by 1%.
4. **Overdrafts.** Refer to our Overdraft Policy listed in the Membership and Account Agreement.
5. **Stop Payment.** You may not stop payment on a transaction used with your Card. Also, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price or warranty of the products or services you purchase with your Card, you indemnify HNCU for all damages and liability resulting from the misrepresentation. If you fail to abide by this Agreement, you will indemnify us from all resulting damages and liability to the merchant or financial institution.
6. **Transaction Limitations.** Subject to your available balance in your account, you may withdraw up to \$300 per day using your Card at an ATM. The limit for purchases you make through POS transactions is equal to the amount of available funds in your share draft account at the time of the purchase.
7. **PIN.** You authorize us to issue a PIN to you for use with your Card. This allows you to access your account through ATMs and POS transactions. You agree to hold your PIN in strict confidence, and you agree to notify HNCU immediately of any loss, theft or unauthorized use of your Card or

PIN. If the wrong PIN is entered three (3) times in a 24-hour period the ATM will retain your card as a security measure.

8. Access to Accounts. Any person that you request receive a duplicate Card, or is permitted by you to use your Card, is considered an authorized user. You agree an authorized user is permitted to withdraw any and all funds in the account you now have, or may have in the future, with the Card regardless of whether or not that individual is authorized to withdraw funds from your accounts by means other than the use of the Card. Written notice from you is required to revoke the person's authority to use your Card. The notice will be effective starting with transactions initiated the business day following the day we received the notification.
9. Joint Cardholders. Persons shall become joint cardholders, if more than one person is issued a card on the same account. Any cardholder is allowed and deemed to have the authority to act on behalf of any other cardholder(s) with respect to any and all Card transactions identified in this Agreement and any other transactions we may permit in the future. All cardholders, jointly and severally, are responsible for transactions under this Agreement.
10. Illegal Transactions. You are prohibited from using your Card or PIN for illegal transactions including, but not limited to, Internet gambling. You agree to indemnify HNCU for illegal transactions you conduct using your Card.
11. Documentation of Transfers.
 - a. ATM Transactions. You will receive a receipt at the time you make any transaction at an ATM. Any new balance recorded on the receipt:
 - i. Is your account balance after the transaction is completed;
 - ii. May not include deposits in which funds are placed on hold by us;
 - iii. May differ from your records because of deposits not yet credited to your account, uncleared checks or other withdrawals, payments or charges
 - b. POS Transactions. You will receive a receipt from the merchant or financial institution at the time you make any POS transaction.
 - c. Periodic Statements. We provide you with a periodic statement detailing all transactions and activity (including all ATM and POS transactions) posted to your account within the statement period, as provided by law.
 - d. Cardholder Inspection. It is your responsibility to inspect each receipt and statement and inform us of any discrepancies between your records and the receipt or statement. HNCU is not liable for any problem or error if you neglect to contact us within sixty (60) days of the mailing date of the statement, on which the discrepancy first appeared.
 - e. Notice to HNCU. When you report a problem or error you shall provide HNCU with the following information:

- i. Your name, your account number and your Card number;
- ii. A detailed description of the error or transfer in question;
- iii. The dollar amount of the suspected error

We may require that you file your complaint or question in writing. HNCU will report the findings of our investigation to you within ten (10) business days, twenty (20) business days for POS transactions or transactions initiated outside the United States, of the day we received your notice, and we will correct any error promptly. However, we may take up to forty-five (45) days, ninety (90) days for POS transactions or transactions initiated outside the United States, to research the discrepancy, in which case we will re-credit your account for the amount which is suspected to be in error, so you will have access to those funds during the time it takes us to complete our investigation.

If we conclude that there was no error, we will provide you with a written explanation within three (3) days of the completion of our investigation, and your account will be debited for the amount that was re-credited to your account during the time of our research.

You may request copies of the documents used in our investigation.

12. Lost or Stolen Card or PIN. 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 authorization, you shall immediately call:

(303) 451-1146, 8am-5pm, Monday-Friday

or

- (800) 682-6075 after regular business hours or during weekends and holidays

Or write to:

Horizons North Credit Union

Attn: Card Services

11455 Pearl Street

Northglenn, CO 80233

You agree that you may be liable for the unauthorized use of your Card. However, if your card is lost or stolen under circumstances beyond your control you will not be responsible for any unauthorized use of your card. You may avoid loss by contacting us in person, by telephone, by email or in writing within two (2) business days of the loss, theft or unauthorized use of your Card. In any case, your responsibility shall not exceed \$50 or the amount of funds, goods or services obtained associated with the unauthorized use of your Card, whichever is less, prior to your awareness of each loss, theft or suspected unauthorized use. "Unauthorized use" refers to the use of your Card by a person other than you, to whom you have not given actual, implied or apparent authority to use the Card. You will contact HNCU immediately if your statement shows transactions that were not initiated or authorized by you. If you do not notify us within sixty (60) days, you may incur a loss of no greater than \$50, which was caused by unauthorized use of your Card during those 60 days, if we can

- prove that we would have prevented the authorized transactions to your account had we been contacted in time. The notification deadlines may be reasonably extended if you have a good reason for not contacting us sooner (i.e., prolonged travel out of the area, hospital stay, etc.).
13. HNCU Liability. We shall be liable for any losses or damages, up to the transaction amount, you incur as a result of our failure to complete a transaction to or from your account on time or in the correct amount, in accordance with this Agreement. We will not be liable if:
 - a. Your Card is expired or has been reported lost or stolen;
 - b. Your account lacks adequate funds for the transaction;
 - c. The ATM where you are making the transaction does not have a sufficient amount of cash to complete the withdrawal;
 - d. You are aware, at the beginning of your transaction, the ATM is not working properly;
 - e. You are aware, while initiating your POS transaction, the terminal or system is not working properly;
 - f. Situations of which we have no control, prevent us from completing the transaction
 14. Card Renewal. For your protection, your Card is issued with an expiration date. Upon expiration of your Card, and if your account is active and in good standing, we may issue you a renewal Card. We may not issue a renewal Card if your account is not in good standing or if there has been no Card activity on your account within six (6) months prior to the expiration of your Card.
 15. Service Charges and Fees. Service charges and fees are applied as stated in our Fee Schedule. We may revise the Fee Schedule at anytime, and we will inform you of those changes as provided by law.
 16. Death of a Cardholder. The conditions of this VISA® Check Card Agreement shall be binding upon any heirs, personal representatives, and successors of any cardholder after his or her death.
 17. Severability. If a court refuses to recognize any segment of this VISA® Check Card Agreement as valid or enforceable, the remainder of this Agreement and other HNCU disclosures shall remain valid and enforceable and will be in complete effect.
 18. Enforcement. If you fail to abide by the terms, provisions and conditions set forth in this VISA® Check Card Agreement, you are responsible to us for any loss, cost or expense we incur resulting from your lack of compliance. To recoup any such loss, cost or expense, you authorize us to deduct such amounts from funds in your account, without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Agreement, we shall be entitled, if permitted by law, to recover reasonable attorney's fees, costs and expenses, including fees incurred in connection with any appeal, bankruptcy proceedings and post-judgment collection action.

19. Waiving of Agreement Rights. HNCU may waive any rights afforded to us under this Agreement without notice to you. However, by doing so we do not forfeit our right to enforce such terms and conditions in the future.
20. Governing Law. This VISA® Check Card Agreement shall be governed and construed under HNCU's Bylaws, applicable federal laws and regulations, the laws of the State of Colorado and local clearinghouse rules, as modified or amended from time to time. You consent and agree that any legal proceeding relating to this Agreement shall be brought in Adams County, Colorado, unless prohibited by applicable law.