

# Agreement and Disclosure

## Visa® Check Card ATM Card

**This is your agreement with Ent Federal Credit Union regarding rights and responsibilities associated with your obtaining an ATM Card or a Visa® Check (Debit) Card. Please read this disclosure carefully to be familiar with your rights and responsibilities. It is important to retain this notice for future reference and to notify us at once if any parts are unclear.**

**Words Often Used In This Agreement.** "Agreement" means the Ent Federal Credit Union ATM Card or a Visa Check Card Agreement. "We," "Us," and "Our" mean Ent Federal Credit Union, hereafter referred to as Ent. "You" and "Your" mean each person or persons who signs and uses the card. "Card" means the ATM Card or Visa Check Card issued to you for individual or business accounts.

**This Is Your Contract With Us.** When a card is issued by us and signed by you, it becomes a binding contract. Use of the card constitutes acceptance of the terms of this agreement. You agree to abide by the terms and conditions of this Agreement and Disclosure including any subsequent amendments subject to all applicable law. You further agree to the acceptance of notices, periodic statements and disclosures by means of electronic delivery.



**Sign The Card And Keep This Agreement.** You must sign the card before you use it. By signing and/or using this card, you are agreeing to comply with the terms of this agreement. You should read this agreement and keep a copy for future reference.

**Promise To Pay.** You promise to pay Ent all amounts charged to your account regardless of the means and all other charges, including any related collection costs incurred under this agreement. You understand and agree that your account may be accessible through a variety of means including advance requests at the credit union or another financial institution, cash advances from an ATM, and purchases from merchants using charge slips, point of sale terminals, vouchers, checks, telephone and Internet authorizations, or other similar instruments.

**Joint Accounts.** If more than one person is issued a card, each person who signs and uses the card promises to pay all amounts owed to us under this agreement. Each of you authorizes the other(s) to make purchases, withdrawals or cash advances individually. Any one of you may cancel the account and the cancellation will be effective to all of you. Each of you is jointly, severally and fully obligated. This means that we may collect money owed to us from each of you or from all of you, regardless of your current domestic relationship or other legal proceedings. In the event that any of the above should occur, the account will be canceled and all will continue to be jointly, severally and fully obligated until all cards are returned (if applicable) and any debt is extinguished.

**Statutory Lien.** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares, deposits and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

**Periodic Statements.** On a regular basis, you will receive a statement from us on your checking account or you will receive a statement from us on your savings account(s), which will reflect all transaction activity, made to your account. You may not receive a statement on your account if there has been no activity or if collection procedures have been initiated against you because you defaulted. Each statement is deemed to be a correct statement unless you establish a billing error pursuant to the Electronic Funds Transfer Act. Statements received through electronic means should be printed, reviewed and retained by you.

**Transaction Authorizations.** Purchases, Balance Transfers and Cash Advances require our prior authorization. We may limit the number and dollar amount of authorizations for any certain period. We participate in the *Verified by Visa* program for Internet transactions. This program requires you to enroll your card and establish a password prior to making any Internet purchases at registered online merchants. If our authorization system is not fully operational we may not be able to give approval for a transaction even if there are funds available. For added protection, we've incorporated a neural network system to combat fraud. In utilizing this program, it is possible that transactions may be declined. You may be contacted by telephone to verify the transaction. These restrictions are for security reasons and we cannot fully explain the details of how our authorization system works. You agree that the credit union shall not be liable for withholding any authorization. If your account reflects an authorization hold, your funds available may be reduced. This card may not be used for illegal transactions and activities or online gambling transactions.

**Checking Overdraft Protection.** We may transfer the necessary funds (in \$100 increments) to your checking account if your checking account becomes overdrawn. Whether or not such a transfer occurs will be controlled by this agreement, applicable law, the availability of funds in other share accounts or an overdraft protection plan or program with prescribed dollar limits. In any event, you hold us harmless for any and all liability, which might otherwise arise if the transfer does not occur. Your checking overdraft protection automatically ceases if this agreement is in default.

**Default.** You will be in default and we may, to the extent permitted by law, cancel your cards if:

- A) You fail to perform on any obligation under this agreement or any other agreement that you may have with us; or
- B) You should die, become involved in any insolvency, receivership, guardianship, conservatorship, or other proceeding which determines you are not capable of managing your financial affairs; or
- C) You have made a false or misleading statement in your account application; or
- D) A judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with us; and/or
- E) We should, in good faith, believe your ability to repay your indebtedness hereunder is or soon will be impaired, time being of the very essence; or
- F) Government regulations prohibit any transaction or a government authority has notified us that continued advances constitute an unsafe and unsound practice.

**Severability.** You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue Ent for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Ent harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

**Collection Costs.** To the extent permitted by law, you agree to pay all reasonable costs of collection paid or incurred by us, including reasonable attorney's fees not to exceed 15% of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, or such additional fee as may be directed by the court, incurred in the course of collecting any amounts owed under this agreement. Member agrees to repayment by automatic debits to their savings or checking accounts associated with the ATM or Visa Check Card in the event of default.

**Delay In Enforcement.** We do not lose our rights under this or any related agreement if we delay in enforcing them. We can accept late payments, partial payments or any other payments even if they are marked "PAID IN FULL" without losing any of our rights under this agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**Notification Of Address Change.** You will notify Ent promptly if you move or otherwise have a change of address.

**Change In Terms.** We may change the terms of the agreement by mailing a written notice to you at your last address shown on our records or via electronic means. The terms of this agreement may be changed, whether or not authorized by agreement, in accordance with applicable law.

**Address For Notices To Us.** All notices under this agreement should be addressed to Ent Federal Credit Union at: P.O. Box 15819, Attn. Card Services Department, Colorado Springs, Colorado 80935-5819.

**You May Cancel The Account.** You may cancel the account whenever you choose. Destroy each card, telephone us or notify us in writing at the address shown in "ADDRESS FOR NOTICES TO US" that you wish to cancel the account. Such cancellation will become effective five (5) days after the notice is received by us. You will still be responsible for the repayment of any outstanding transaction or balance on your account and any other amounts that had not yet been billed to you.

**We May Cancel The Account.** We have the right to cancel the account at any time upon written or electronic notice sent to you at the last address shown on our records. You must return the card(s) at our request. You agree to discontinue the use of the card(s) upon our request. Cards may also be cancelled after one year of inactivity.

**What Law Applies.** We make the decision to issue a card to you from our offices in Colorado Springs, Colorado. Colorado and federal law apply to this agreement. These laws will be used to interpret our rights and your obligations under this agreement. Each provision shall be interpreted in such manner as to be effective and valid but if any part of this Agreement shall be declared invalid, such decision shall not invalidate the remaining provisions.

**Credit Reporting Agencies.** You authorize us to make whatever credit or investigative inquiries we deem necessary in the course of reviewing any card issued under this agreement. You agree that subsequent credit reports may be obtained on all cardholders. If you request it, we will provide the name and address of the credit reporting agency. Negative information will be provided to appropriate credit reporting agencies if you fail to perform your obligations under this agreement. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Other Agreements.** This agreement supersedes all prior agreements between you and us governing the use of an ATM Card or a Visa Check Card.

**Transaction Slips.** Your periodic statement will identify the merchant, electronic terminal location, or financial institution at which transactions were made. 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 transactions listed on your statement.

**Credits.** If a merchant who honors your card gives you credit for returns or adjustments, he will do so by sending a credit slip or notification(s) to the Visa card processor which will be posted to your savings or checking account. The merchant has thirty (30) days from the date of the credit slip to credit your account.

**Foreign Dollar Transactions.** You agree to pay in U.S. Dollars for charges you incur in any other currency. The charges will be converted to U.S. Dollars when presented for payment and you agree to pay us the converted amount. Visa has updated their exchange rate disclosure on foreign currency transactions to read as follows: "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 each instance, plus or minus any adjustment determined by the Issuer." This means that the amount posted to your account is based on the exchange rate the day Visa processes that transaction and any Visa adjustment fee which is currently at 1% of the converted dollar amount.

**Foreign ATM Transactions.** When using an ATM terminal that is not owned or operated by Ent you may be charged a "foreign" ATM fee or out-of-network fee. Ent has no control over these charges and they are charged to you at the time of the withdrawal. You will be given the option to stop the transaction by not accepting these charges assessed to you by the owner/operator of the ATM terminal.

**Card Agreement.** You understand that your ATM or Visa Check Card is issued by us, remains our property, and is subject to rules governing ATM networks of which financial institutions must follow. The card(s) are not transferable. By using your card, you are agreeing to the following terms: (A) to abide by our rules and regulations and those of the participating ATM network as may be amended; (B) that we and the ATM network may follow all electronic instructions given through the ATM; (C) that we may restrict the use of or terminate your card at any time without notice to prevent loss to your account or to the credit union. Misuse of your card could result in the termination of other credit union services.

**Daily Limits.** Daily limits will adhere to those established by the credit union in conformance with the ATM network agreement and are subject to modification to preserve the integrity of the ATM network and prevent loss to the credit union or its members.

**Availability Of Funds.** Any deposits into a savings or checking account through a proprietary ATM may be placed on hold for two business days; deposits to an ATM we do not own may be placed on hold for five business days or according to our Funds Availability Policy. The funds may not be available for immediate withdrawal. When your account reflects a hold for uncollected funds, your balance eligible for withdrawal will be reduced by the amount of such holds.

**Issuance Of Personal Identification Number.** A personal identification number (PIN) will be issued separately from the card. This PIN will enable you to use your card at any ATM terminal owned by the credit union or accessed by agreement through an ATM network. You cannot make transactions through an ATM without using your PIN. IF YOU FORGET OR DO NOT ENTER YOUR PIN CORRECTLY, THE ATM WILL KEEP YOUR CARD THE THIRD (3RD) TIME THE PIN IS ENTERED INCORRECTLY. THIS PROCEDURE IS FOR SECURITY MEASURES. FOR YOUR ADDED PROTECTION, THE PIN MUST NEVER BE WRITTEN ON THE CARD. KEEP YOUR PIN A SECRET! If you allow access to your card and/or PIN to anyone else for use through any electronic access device, you are authorizing that individual to withdraw funds from any account which can be accessed by that card, regardless of whether that individual is authorized to withdraw money from the account by any other means including linked overdraft sources. We may prohibit the issuance of any card for security purposes or to conform with laws and regulations.

**Fees And Charges.** Fees and charges related to this agreement are included in the Fee Schedule, which is accessible to all members upon request. You agree to pay any related charges that are imposed as a result of your use of the ATM or Visa Check Card.

**Miscellaneous.** Card transactions received for processing on the same business day may be processed in any order we determine. Your ATM or Visa Check Card access will be denied and your card revoked if you fail to establish a positive checking account balance within 30 days. We are a joint issuer of the campus identification/ATM/check card and provide no warranties, either express or implied, relating to the use of the campus card. You agree to indemnify us for any misuse of the campus card that results in an illegal action or activity on your part or any individual in possession of your campus card.

**Limitations Of Our Responsibility.** We will not be responsible for merchandise or services purchased by you with the card. We are not liable for the refusal or inability of merchants, financial institutions and others to accept your card(s) or electronic terminals to honor them or complete a withdrawal, or for their retention of the card(s).

## Electronic Funds Transfers

### Your Rights And Responsibilities

Please reference the Ent Membership Agreement for complete Electronic Funds Transfer Rights and Responsibilities. This information is available in our service centers or online at Ent.com.

**ATM Cards.** The types of transactions and dollar limitations are set by the financial institution which owns the actual automated teller machine (ATM) and/or the servicing network it is linked with. You may access your account(s) through an ATM by using a card with ATM access capabilities and inputting your personal identification number (PIN) to:

- Make withdrawals from your savings or checking account(s)
- Make deposits into your savings or checking account(s) (at participating ATM locations)
- Transfer funds between savings and checking account(s)
- Obtain balances on your savings or checking account(s)

**ATM/Check Cards.** You may perform the functions listed under "ATM CARDS." In addition, you may access your checking account(s) to purchase goods, pay for services, and obtain cash advances from participating merchants and financial institutions. Check cards may be issued on business accounts to respective authorized signers as well as campus cards to attending students and faculty. The online dollar limitation for cash advances using your ATM or check cards must not exceed \$505.00 per business day.

**Accounts Using Cards And/Or PINs.** You cannot use the card and/or PIN to transfer money into or out of your account until we have validated it. If you do not want the use of the card, please destroy it by cutting it in half and notifying us immediately. Your PIN is issued for security purposes. It should remain confidential and not be disclosed to a third party.

**Business Day Disclosure.** Our business days are Monday through Saturday. Sundays and federal holidays are excluded.

### Right To Documentation

**Terminal Transfers.** You can obtain a receipt at the time you make any transfer to or from your account(s) using an automated teller machine.

**Periodic Statements.** You will get a monthly account statement from us for your checking account(s). You will get an account statement from us for your savings account(s) on a periodic basis to reflect all transfers made to your account.

## Right To Stop Payment

**Liability For Failure To Complete Transactions.** 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 and damages. However, there are some exceptions. We will NOT be liable if:

- A) Through no fault of ours, you do not have enough funds available in your account to complete the transaction;
- B) The ATM where you are requesting cash does not have enough cash;
- C) The terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- D) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- E) Your ATM or Visa Check Card is retrieved or retained by the ATM;
- F) Your card or PIN has been reported lost or stolen and we have blocked the account;
- G) Your account is in default;
- H) If the funds are subject to legal process or other encumbrance restricting such transfer;
- I) If account ownership cannot be verified by switch network;
- J) There may be other exceptions stated in our agreement(s) with you.

**Unauthorized Use.** Telephone us at once if you believe your card and/or personal identification number has been lost or stolen or your PIN compromised. Telephoning is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your statement shows transfers that you did not make, 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. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure. IF YOU DO NOT TELL US WITHIN 2 BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD OR PIN, AND WE CAN PROVE WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD OR PIN WITHOUT YOUR PERMISSION IF YOU HAD TOLD US, YOU COULD LOSE AS MUCH AS \$500.

## **Error Resolution**

In case of errors or questions about your electronic transfers, call or write us at the telephone numbers or address listed in this disclosure, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 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 ten (10) business days. We will determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty [20] business days if your account has been open for thirty [30] days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete the investigation. If the error concerns an electronic transfer that is (1) a foreign-initiated transaction, (2) point-of-sale debit card transaction, or (3) a transaction occurring within the first thirty (30) days after a deposit to a new account, a ninety-day (90-day) investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of our request, we may not credit your account. We will tell you the results within three (3) 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.

Please direct inquiries or questions to:

**Ent Federal Credit Union**

**Card Services**

**P.O. Box 15819**

**Colorado Springs, CO 80935-5819**

**Telephone: (719) 574-1100 or 800-525-9623**

**Lost/Stolen Cards.** You will immediately notify us of any lost, stolen or unauthorized use of your ATM Card or Visa Check Card. Telephone Card Services at (719) 574-1100 or 800-525-9623.



Equal Housing Lender  
Member FDIC  
Equal Opportunity Lender

**(719) 574-1100 • 800-525-9623 • Ent.com**

**Ent is a community-chartered credit union.**



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