

VISA[®] DEBIT CARD AGREEMENT & DISCLOSURE STATEMENT

The purpose of this Agreement is to establish the terms and conditions of the SPIRE Visa[®] Debit Card.

In this Agreement, the words "I" or "my" mean each person who applies for a Visa[®] Debit Card. The word "card" means your SPIRE Visa[®] Debit Card and any duplicates of said card. The word "Account" means your designated checking account at SPIRE Credit Union. The words "you" or "your" mean SPIRE Credit Union.

I hereby request that you issue to me a card to be used to request withdrawals from the Account. I understand that use of both the Card and the PIN are subject to the terms of the Account Disclosures and additional terms of this Debit Card Agreement and Disclosure Statement.

1. **Card Withdrawals.** Use of the Card, the account number on the Card, the PIN or any combination for payment, purchases, or to obtain cash advances with merchants, financial institutions or others who honor the Card ("Card Withdrawal") is an order by me for the withdrawal of funds from the Account. Each Card withdrawal by me may be charged to the Account and will be treated as though it were a "check" for the purposes of this Agreement except that:
 - (1). You may charge withdrawals to the Account in any order you determine. If funds are not sufficient to cover all withdrawals, you may pay Card withdrawals and dishonor regular checks; and
 - (2). You CANNOT honor stop payment requests on Card Withdrawals.
 - (3). For Automatic Teller Machine Card (ATM) withdrawal information see Account Disclosure.
2. **Access.** I may access my Account to purchase goods, pay for services, get cash from a merchant if the merchant permits or from a participating financial institution.
3. **Overdrafts.** I promise to reimburse you for the amount of any debit or Card Withdrawal that you honor which cannot be paid out of the Account, through a Revolving Credit Line advance, or overdraft transfer, as provided for in the Account Disclosures.
4. **Refusal To Honor Card.** Even though I may have a balance in my Account sufficient to cover a requested Card Withdrawal, I 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 my actual balance. Therefore, you 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 I believe the Card, the Account Number, the PIN or any combination has been lost or stolen, I will immediately call 1.800.449.7728.
6. **Limitations on Withdrawals.** You may use your Card to make withdrawals provided you do not exceed your daily dollar limit or your account balance (whichever is less). SPIRE reserves the right to limit the number of withdrawal transactions upon notice to you. SPIRE also reserves the right to change your daily dollar limit from time to time. SPIRE will send you notice at the last address of record if your daily dollar limit is changed.
7. **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 to you, which will credit that amount to my Account.
8. **Liability for Unauthorized Use.** I understand that my total liability to you or responsibility for Card Withdrawals made from the Account, resulting from loss, theft or other unauthorized use of the Card, subject to applicable law, shall be limited as follows:
 - (1). For card withdrawals that are not electronic fund transfers that are reported within two business days from the time it was discovered, your liability will be \$0. If reported after two business days, your maximum liability will be \$50. For point of sale transactions, provisional credit will be provided within 5 business days.
 - (2). For Card Withdrawals that are made by electronic fund transfers, the lesser of the actual loss or \$50 if I notify you within two business days after learning of the loss or theft, up to \$500 if I fail to notify you within two business days and up to the entire account balance, if I fail to notify you within 60 days after a statement showing an unauthorized transfer was mailed to me. I agree to notify you or your agent of the loss or theft of the card within 24 hours after learning of such fact.
9. **Card Ownership.** The Card will remain the property of the credit union and I agree to surrender the Card to you at any time upon your request.
10. **Annual Fee.** None.
11. **Replacement Card Fee.** I agree to pay a \$10 Replacement Card Fee to replace my lost, stolen, or damaged card(s).
12. **Restricted Transactions.** You cannot use your card for any unlawful purpose including making "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. SPIRE reserves the right to deny transactions or authorizations from merchants it believes are engaged in internet gambling.
13. **International Currency Conversion.** I agree to pay an additional fee of 1% of the total transaction amount for international currency conversions.