

## PREPAID DEBIT CARD AGREEMENT

Read this Agreement carefully; **THESE TERMS AND CONDITIONS APPLY TO THE USE OF YOUR CARD.** You are responsible for all transactions once You use the Card or allow someone else to use the Card. Please sign the back of the Card. Keep a record of the Card number in case of loss or theft.

**Definitions.** “ATM” means any terminal at which You use Your Card to access Your Card funds. “Card” means this prepaid debit Card. “Funds Balance” means an amount equal to the United States Dollar amounts You add to Your Card initially and from time to time thereafter, minus any amounts obtained by You through the use of Your Card, and minus any fees, charges, conversion fees and other expenses incurred in connection with Your Card. “SCU”, “We” and “Us” means Services Credit Union, the financial institution issuing Your Card. “PIN” means the personal identification number which You choose for Your Card. “You” and/or “Your” means the individual to whom the Card is issued.

**Using the Card.** You must sign the back of Your Card and activate Your Card before use at [www.CUMONEY.com](http://www.CUMONEY.com) or by calling 1-877-850-9650 and following the instructions. Your initial access code is the last 4 digits of Your telephone number. You may add funds in a minimum amount of \$10 to Your Card but the Funds Balance may not to exceed \$5,000 at any time. There is a 3 to 5 day hold on funds transferred from Your account to Your Card. You may use the Card to withdraw funds, receive cash advances, make PIN-based transactions, and/or merchant purchases. At the time of each purchase, You may be asked to sign a receipt or enter your PIN for the transaction. The dollar amount of the purchase will be deducted from Your Funds Balance. If You plan to make a purchase for an amount which exceeds the Funds Balance, You must inform the merchant before making the purchase; the merchant will require payment for the excess. For merchant PIN transactions, You may make twenty-five (25) transactions per day with a \$1,500 daily maximum or Your Funds Balance, whichever is less. For merchant signature purchases, You may make 25 transactions per day with a daily maximum of \$5,000 or Your Funds Balance, whichever is less. If You improperly receive value greater than the Funds Balance, You will be liable for the amount by which Your transaction exceeds the Funds Balance. SCU is not responsible for a merchant’s refusal to accept Your Card. You may request 2 cash advances per day, with a maximum \$1,000 daily limit. Your Card may not be refunded or exchanged for cash or credit. If You give Your Card to another person or allow another person to access Your Funds Balance, You will be deemed to authorize all transactions until You give SCU notice that further transactions are not authorized.

**ATM Transactions.** You may use Your Card to make ATM withdrawals. You will need to enter Your PIN and follow the ATM instructions. You may make up to ten 10 ATM withdrawals per day, with a daily maximum of \$300. SCU’s ATM withdrawal fee is listed below. There may be additional fees and/or limitations established by the ATM owners/operators.

**Fees.** Other than a fee imposed for international transactions, there are no fees to use the Card to purchase goods and services. Except where prohibited by law, the following fees apply and may be deducted from your Funds Balance:

**International Transaction Fee.** A fee will be assessed on international transactions in the amount of 1% of the international transaction amount if there is a currency conversion, or 0.8% of the international transaction amount if a currency conversion is not performed.

**ATM Withdrawal Fee.** An ATM fee of \$1.50 will be deducted from Your Funds Balance for each ATM withdrawal.

**Maintenance Fee.** \$1.75 will be deducted from Your Funds Balance monthly and will occur until Card expiration or until the Funds Balance is \$0.

**Funding Fee.** Each time Funds are added to Your Card, \$0.50 will be deducted from Your Funds Balance.

**Denied Transaction Fee.** If a transaction is denied, either at an ATM or a merchant, a \$0.50 fee will be deducted from Your Funds Balance.

**Inactivity Fee.** If You fail to use Your Card for ninety (90) consecutive days, Your Card will be assessed a monthly fee of \$3.00 beginning the next month. The fee will occur monthly until funds are added to the card, use of the card resumes, or the Card expires.

**Closed, Lost or Stolen Card Replacement Fee and Expedited Delivery Fee.** To close or replace a lost or stolen Card, \$5.00 will be deducted from Your Funds Balance. A \$35 fee will be deducted from Your Funds Balance if You request expedited delivery of a replacement card.

**Cash Out Fee.** A \$15.00 fee will be deducted from Your Funds Balance if you request to close and remove all funds from Your Card.

**Card Reissue Fee.** A \$3.50 card reissue fee will be deducted from Your balance to issue a new Card upon Card expiration. A new Card will be issued provided the previously issued Card did not have a negative balance and was not reported as closed, lost or stolen.

**VRU Usage.** Your Card will be assessed a \$0.50 fee per telephone call to the automated voice response system after 4 calls per month. Your Card will be assessed a \$5.00 fee per telephone call to live customer service after 2 free calls per month.

**Negative Balance Fee.** A \$0.50 fee will be deducted from Your Funds Balance for each overdraft.

**Customer Service.** To check Your Funds Balance or review recent transactions, You may visit [www.CUMONEY.com](http://www.CUMONEY.com). You may call toll-free 877-850-9650, 24 hours a day, 7 days a week.

**Restaurant Usage.** For purchases made at a restaurant, the amount will be increased by 20% while being authorized; therefore, sufficient funds must be available for the increased amount. Once the gratuity, if any, is added to the original purchase, only the amount of the purchase plus the added gratuity (if any) will be deducted from Your Funds Balance.

**Returned or Exchanged Merchandise.** SCU is not responsible for services or merchandise purchased with the Card or any damages resulting from Your Card use. If You have a problem with merchandise or services purchased, You need to resolve the problem with the merchant. Exchange or return of merchandise purchased is governed by the merchant's procedures and policies applicable at the time of exchange or return.

**Card Expiration.** Except where prohibited by law, Your Card is valid through the expiration date on the front of the Card or until the Funds Balance is zero. If there is a remaining Funds Balance when Your Card expires, the Card will be reissued.

**Lost or Stolen Cards.** If You believe Your Card has been lost or stolen, call toll-free 877-850-9650 immediately or write to the Card Security Department, P.O. Box 1481, Madison, WI 53701.

**Summary of Your Liability for Transactions.** If Your Card is lost or stolen, You are not liable for unauthorized transactions. The zero liability policy does not apply if a loss occurs at an ATM or when using Your PIN at a merchant, or if We reasonably determine You were negligent or fraudulent in handling Your Card.

#### **In Case of Errors or Questions about Your Electronic Transfers.**

Telephone us at 877-850-9650, or

Write us at P.O. Box 1481, Madison, WI 53701

as soon as You can, if You think your receipt is wrong or an error has occurred involving a transaction amount, or You need more information about a transaction. We must hear from You no less than 60 days after You learn of the error.

(1) Tell Us Your name and Card number

(2) Describe the error or the transaction You are unsure about and explain why You believe it is an error or why You need more information and

(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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Funds Balance within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete our

investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Funds Balance.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For a new Card, We may take up to 20 business days to credit Your Funds Balance for the amount You think is in error.

We will tell You the results within 3 business days after We complete our investigation. If We determine that there was no error, We will send You a written explanation. You may ask for copies of the documents We used in our investigation.

**Liability for Failure to Complete Transactions.** If We do not timely or accurately complete a transfer to or from Your funds on time or in the correct amount, we will be liable for your losses or damages. However there are some exceptions. We will not be liable, for instance: (i) if You fail to complete a transaction; (ii) if, through no fault of ours, You do not have enough money on your Card to make the transaction (the transaction exceeds Your Funds Balance); (iii) if the ATM or data processing system is not working properly; (iv) if an ATM does not have enough cash; (v) if You attempt to withdraw more than the ATM limit; (vi) if Your transaction is rejected due to pre-authorization procedures; and/or (vii) if circumstances beyond SCU's control, prevent the transaction.

**Governing Law; Venue.** SCU is located in Illinois and Your Card is issued from Illinois, irrespective of Your residency or the jurisdiction(s) in which You use the Card. This Agreement is entered into with You in the State of Illinois and shall be governed, construed and enforced in all respects and causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of Illinois, without regard to its internal conflicts of law principles. Venue for state court proceedings shall lie in the Circuit Court for DuPage County, Illinois; and for federal court proceedings in the United States District Court for the Northern District of Illinois, Eastern Division.

**Amendment.** Subject to any notice to you required by law, SCU may change or add new terms to this Agreement at any time, including without limitation, fee increases, new fees, or enforcement of rights and obligations under this Agreement.

**Privacy Notice.** SCU collects nonpublic personal information about You from the following sources: (i) applications or forms You complete; (ii) Your transactions with SCU, our affiliates, or others; and (iii) information from a consumer reporting agency. SCU restricts access to nonpublic personal information about You to those employees and officials who need to know that information to provide products or services to You. SCU maintains physical, electronic, and procedural safeguards which comply with federal regulations to protect Your nonpublic personal information. SCU may disclose all of the information it collects to companies that perform marketing services on our behalf or to other financial institutions with which SCU has joint marketing agreements. SCU may also disclose nonpublic personal information about You to nonaffiliated third parties as permitted by law, including but not limited to disclosure of information about Your account or the transfers You make (a) when it is necessary for completing a transfer; (b) to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (c) to comply with government agency or court orders or subpoenas, or laws and regulations; and (d) if You give us Your written permission.