



Office Location and Number \_\_\_\_\_

# ATM Network/Check Card Agreement ACCESS CARD REQUEST/AGREEMENT

### PLEASE PRINT

Member Name: \_\_\_\_\_ Member Number: \_\_\_\_\_

DBA or Sole Proprietorship Name (if applicable) \_\_\_\_\_

Address: \_\_\_\_\_ Draft Number (if different from above) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_

Joint owner SSN Number \_\_\_\_\_ Date Share Draft Opened \_\_\_\_\_

### DEFINITIONS

“Member”, “I”, “me”, “mine”, and “my”, “you”, and “your” mean each and every person who signs this agreement.

“Credit Union” and “us” mean Visions Federal Credit Union, One Credit Union Plaza, 24 McKinley Avenue, Endicott, New York. ATM Network means the network of computer terminals and/or Automated Teller Machines owned and operated by National and Regional ATM Switch Networks, in certain retail locations.

“Automated Teller Machine” means The ATM, P.A.M. and any other similar machines subsequently made available by the Credit Union to me to perform transactions on my accounts with the Credit Union.

“Health Savings Account” or “HSA” means a savings account established by the Member pursuant to a separate agreement with the Credit Union for the purpose of paying medical expenses not covered by health insurance. “HPOST” or “Healthcare Point of Sale Terminals” means the credit card or debit card equipment used by a healthcare provider for processing payments electronically.

“Access Card” means ENTRY Card, Visions Check card, or HSA Card.

“Personal Identification Number or “PIN” means the code number given to me which I must use together with the Access card to operate Automated Teller machines or perform ATM Network transactions or pay medical expenses from my HSA at the service provider’s location. I hereby apply for permission to use Automated Teller Machines, ATM Networks and HPOST to perform transactions on my Credit Union accounts referred to in this agreement by using the Access Card selected by me in this agreement.

The credit Union will also give me a Personal Identification Number which I must use together with the Access Card to operate the Automated Teller Machines and ATM Network or to perform a HPOST transaction.

### 1. ACCESS CARD USE AND CONDITIONS

The Access Card is provided to me for completing certain transactions as described in the Electronic Fund Transfer Disclosure Statement from my Regular Share account or Share Draft account or transactions as described in my Health Savings Account agreement with the Credit Union. The Visions Check Card, or any similar card provided by the Credit Union may also be used to pay merchants at the point of sale. The HSA Card may be used to pay healthcare providers at the point of sale. The funds to pay said merchants or healthcare providers will come directly from my share draft account, HSA or any other share account as designated by the Credit Union. These transactions may be performed only while the accounts have sufficient available balances. I understand that a deposit becomes “available” only after the Credit Union has verified and collected the funds. If I have Visa/MasterCard and/or Readi-Reserve, or Home Equity Line of Credit or Secured Line of Credit, the Entry or Visions Check Card or HSA Card and PIN number may be used to obtain loan advances, which I agree to repay to the Credit Union. All of the terms and conditions of the written agreement which I have previously made with the Credit Union regarding the use of my Regular Share account, Share Draft account, HSA, Visa Card/MasterCard card, Readi-Reserve or Home Equity Line of Credit, or Secured Line of Credit will apply to all of the transactions in which the Access Card and an Automatic Teller Machine or ATM Network or HPOST are used, unless any term of those agreements conflicts with the terms of this agreement in which case the terms of this agreement will control. If neither a Readi-Reserve nor a share money manager account alternative is available and an ATM or ATM Network transaction is presented to the Credit Union for which you have insufficient funds in your account, the Credit Union may, at its discretion, pay the item (creating an overdraft or return the item for insufficient funds). Associated fees are further described in the Share and Checking Account Agreement you have with us, fee amounts are included in the Service Charge Schedule. You are responsible for the payment of all costs associated with collecting any paid overdraft, including court costs and reasonable attorney fees.

### ACCESS CARD SELECTION (CHECK ONLY ONE)

A. ENTRY Card. I hereby apply for an ENTRY Card to be used by me to gain access to the Automated Teller Machines or ATM Network. No more than one ENTRY Card will be issued to each member or for each membership account. Non-profit organization, non-profit corporations, partnerships, LLC's and corporations are **not** permitted ATM access.

Entry Card No ATM Access

B. Visions Check Card. I hereby apply for a Visions Check Card to be used by me to gain access to the Automated Teller Machines or ATM Network. Non-profit organization, non-profit corporations, partnerships, LLC's and corporations are **not** permitted ATM access. By applying for a Visions Check Card, you authorize us to investigate your credit standing when opening, renewing or reviewing your account. In this connection, the senior loan review or loan officer may request and use a report from outside credit reporting agencies at any time. If you request it we will tell you whether or not we asked for such a report and, if we have, the name and address of the agency or agencies.

Check Card No ATM Access

C. HSA Check Card. I hereby apply for a Visions HSA Card to be used by me to perform Healthcare Point of Sale Terminal transactions and to gain access to the Automated Teller Machines and the ATM Network.

Number of Cards to order \_\_\_\_\_

### 2. LIMITATIONS ON USE

For the protection of both the membership and the Credit Union, certain limits on the use of my Entry Card or Visions Check Card or HSA Card are imposed for both the Automated Teller Machines and ATM Network. The limitations are disclosed in the Electronic Fund Transfer Disclosure Statement.

All deposits, payments, or other transfer transactions made through any Automated Teller Machine or ATM Network will not be binding upon the Credit Union until verification by the Credit Union. Whenever possible, verification will be made on the first business day following the transaction.

**3. ILLEGAL TRANSACTIONS PROHIBITED**

You agree that you will not use your Access Card for any transaction that is illegal under applicable federal, state, or local laws.

**4. LOCATIONS**

The Credit Union may determine and/or change the location of the Automated Teller Machines and/or ATM Network facilities at any time without prior notice to me.

**5. ACCESS CARD AND PERSONAL IDENTIFICATION NUMBER RESTRICTIONS**

The Access Card and Personal Identification Number will always remain the property of the Credit Union. The Credit Union may terminate my right to use the Access Card and/or the Personal Identification Number at the Automated Teller Machines or ATM Network at any time. I will return my Access Card and/or Personal Identification Number to the Credit Union whenever it asks for it. I will not transfer my Access Card to another person nor will I allow any other person to use my Access Card and Personal Identification Number. I will take all reasonable precautions to keep my Personal Identification Number separate from my Access Card and to prevent the unauthorized disclosure of my Personal Identification Number. If I disclose my Personal Identification Number to any person and/or permit any person to use my Access Card, I shall be liable for the use of my Personal Identification Number and/or Access Card by that person until I have notified the Credit Union that transactions by that person are no longer authorized. Upon notification, the Credit Union will, as soon as possible, block further Automated Teller Machine or ATM Network transactions on my account(s).

**6. FOREIGN TRANSACTIONS - VISA**

Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of up to 1% will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**7. RENEWAL CARDS**

The Access Card may be replaced by any renewal or substitute cards issued by the Credit Union.

**8. CHECK CARD FEE**

I agree that a fee of \$1.00 per month will be assessed against my Checking/Savings account for each month that the Check Card is not used in at least one point of sale transaction. This fee does not apply to the HSA Card.

**9. DISCLOSURES OF ADDITIONAL TERMS, RIGHTS AND LIABILITIES**

Additional terms, rights, and liabilities which affect me and the Credit Union, are printed in the separate Share Account, Checking Account and Electronic Fund Transfer Disclosure Statement, the provisions of which are a part of this agreement and are binding upon me and the Credit Union. In addition, if you use a Visions Check Card or HSA Card or Entry Card in conjunction with a Read-Reserve feature to your checking account, any such credit transaction is subject to the loan disclosure statement given to you at the time you established your Read-Reserve credit, with the exception that the Credit Union is not subject to claims of defenses arising out of goods or services you purchase with the Visions Check Card.

**10. LIABILITY FOR UNAUTHORIZED USE/LOST CARD NOTIFICATION:**

You agree to notify us immediately at 1-800-354-4515 (in New York State) or 1-800-242-2120 (outside New York State) of the loss, theft, or unauthorized use of your Access Card. You may be liable for the unauthorized use of your Access Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss/theft or possible unauthorized use. If the unauthorized withdrawal is from a Checking account, your liability is governed by the Regulation E disclosure you have received at the time you received your Access Card or HSA Card, even if the withdrawal results in an advance being made from your overdraft sub-account under the LoanLiner plan. If your Visions Check Card or HSA Card is used to obtain unauthorized purchases your liability will not exceed \$50.00 and may be zero. If you believe your Access Card has been lost or stolen, immediately inform the Credit Union by calling us at the telephone number given above or write us at 24 McKinley Ave., Endicott New York 13760 Attn: Plastic Card Dept.

**11. AMENDMENTS TO THE AGREEMENT**

The Credit Union may change any term of this agreement by mailing or delivering to me a written notice of the change at least 21 days before the effective date of any change. In the event the Credit Union determines that an immediate change is necessary to maintain or restore the security of either the Automated Teller Machine system, ATM Network system or any account, then it may make the necessary change without advising me in advance.

**12. WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of its rights against me under this agreement without losing them.

I accept all of the terms and conditions contained in this agreement and acknowledge that I have received a complete copy of this agreement. In an effort to protect its members, Visions Federal Credit Union, its agents and assigns reserves the right to block Access Card transactions that it deems potentially fraudulent. To the extent permitted by law, cardholder agrees that it shall have no claim or cause of action against Visions Federal Credit Union, its agents and assigns for any loss to cardholder due to the blocking of a Access Card transaction. Nothing herein shall be interpreted to establish an obligation by Visions Federal Credit Union to block any Access Card transaction.

**13 RECEIPT OF DISCLOSURE STATEMENT**

I acknowledge receipt of a copy of the Share Account, Checking Account and Electronic Fund Transfer Disclosure Statement. In addition, if I have a Read-Reserve feature to my checking account which may be activated in conjunction with my use of a Access Card, I acknowledge receipt of a Loan Liner disclosure statement at the time of my application for Read-Reserve credit.

**PLEDGE OF SHARE ACCOUNT(S) - NOTE:** You pledge to us and grant a security interest in all line of credit accounts, individual and/or joint account you have with us now and in the future to secure all advances made pursuant to your Access Card. You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default. This pledge may not apply when a Check Card or HSA Card is used in such a fashion as to activate the Read-Reserve feature to my checking account.

Date: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Joint Owner's Signature: \_\_\_\_\_  
(To receive card, must be a member.)

Request Accepted By: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
(For Visions check card only)

Request Verified By: \_\_\_\_\_ Date: \_\_\_\_\_