

## TYNDALL FEDERAL CREDIT UNION VISA® Check Card AGREEMENT

This VISA® Check Card Agreement is intended to supplement all other applicable electronic funds transfer terms and conditions as described in Tyndall Federal Credit Union's VISA® "Electronic Funds Transfer Agreement Disclosure" and any amendments as may be made from time to time. In this Agreement, the words "You" and "Your" mean each and all of those who apply for the Card, sign this Agreement, or have access to Your checking account. "Card" means the Tyndall Federal Credit Union VISA® Check Card and ATM card and any duplicates and renewals We issue. You understand that all references in the Tyndall Federal Credit Union Card Application and Agreement refer to a VISA® debit card and ATM card and not to an application for a credit card. "We," "Us," "Our," and "Credit Union" refer to Tyndall Federal Credit Union. "Account" means Your checking account. **1. Card Issuance.** You hereby request that a Card and a Personal Identification Number (PIN) be issued to You. Your use of the Card binds You to all terms and conditions associated with this Agreement. Your checking account, the Membership and Account Agreement, and all other terms and conditions established by the Credit Union and any amendments as may be made from time to time. Such amendments will be furnished to You as required by law, and Your use of the Card thereafter will indicate Your agreement to the amendments. We will mail notice of such changes to You at Your last address shown on Our records. You agree that the Card will remain the property of Tyndall Federal Credit Union and may not be transferred or assigned to anyone. You further agree to surrender the Card to Us upon request by the Credit Union or upon the request of anyone (including merchants) authorized by the Credit Union to request return of the Card. We reserve the right to demand payment of any amount owed by You and to cancel Your Card due to repeated overdrafts, inactivity, or any other reasonable cause. You agree that upon activation of Your VISA® Check Card, Your current Tyndall Federal Credit Union ATM card will be de-activated. You understand that once Your current Tyndall Federal Credit Union ATM card is de-activated, You can no longer use it to access Your Account(s). **2. Card Use.** You may use the Card to make purchases or to obtain cash advances from merchants, financial institutions or other parties who honor the Card. In addition, You may obtain cash from Automated Teller Machines (ATMs). You will need to use Your PIN to obtain cash from an ATM. Use of Your Card authorizes Us to withdraw funds from Your Account in an amount equal to the purchase or cash transaction. Each Card withdrawal by You (or anyone else to whom You have given the Card) will be charged to the Account and will be treated as though it were a "check" except that: (1) We may charge withdrawals to the Account in any order We determine, and if funds are not sufficient to cover all withdrawals, We may pay Card withdrawals and dishonor regular checks; and (2) We cannot honor stop payment requests on Card withdrawals. You understand that any person(s) You authorize to use the Card will have access to ALL of Your accounts, including any established lines of credit. You empower Us to place a hold on the funds in Your Account in an amount equal to each authorization We receive. You understand that these funds will remain on hold until such time as the item clears Your Account and funds are withdrawn or within 3 days, whichever occurs first. You further understand that a merchant may process an authorization to test Your Card and that these authorizations will also result in a hold in the amount of each authorization and will remain on Your Account until such time as the item clears Your Account and funds are deducted or within 3 days, whichever occurs first. **3. Card Transactions - dollar limitations.** Using your Check Card, You may pay for purchases or obtain cash advances from merchants, financial institutions or other parties who honor the Card up to a maximum of \$2,500.00 per day if there are sufficient funds available in Your Account. Using Your Card at an ATM, You may withdraw up to a maximum of \$400.00 in any one day if there are sufficient available funds in Your Account. **4. Responsibility.** If We issue You a Card, You agree to repay all debts and FINANCE CHARGES arising from the use of the Card. If the Card is issued to You and others on a joint application, each person shall be jointly and separately liable. If You allow anyone else to use Your Card, You will be liable for all credit extended to such person. **5. Overdrafts.** Unless You have overdraft protection or Courtesy Pay, You promise not to use the Card in a manner that would overdraw the balance available in Your Account. If an overdraft occurs, You promise to pay Us for the amount of any Card withdrawals or checks which We honor in excess of the funds available in Your Account. We will handle any overdrafts in the same manner as provided in Your Membership and Account Agreement. Overdraft charges will be according to the current Rate and Fee Schedule. **6. Credit Information.** You authorize the Credit Union to check Your credit and employment history and make whatever inquiries may be deemed necessary in the course of granting the Card, reviewing its use, reissuance or cancellation. You authorize Us to disclose information regarding Your Account to credit bureaus and other creditors who inquire about Your credit standing. **7. Lost Card Notification.** If You believe the Card has been lost or stolen, You agree to contact the Credit Union immediately. The fastest way to notify the Credit Union is by calling (850) 769-9999 or (800) 342-1679. If You contact Us within two (2) business days, You can lose no more than \$00.00 if someone used Your Card without permission. You agree that We may invalidate the Card if We have reason to believe that it is being used by an unauthorized user. You agree that the Credit Union will not be liable for the invalidation of the Card under any circumstance. Please refer to the Credit Union's Electronic Funds Transfer Agreement Disclosure for additional detailed information regarding Your liability for reporting unauthorized transactions. **8. Dishonoring the Card.** We are not responsible for the refusal of any terminal, plan merchant financial institution or other party to honor Your card. You understand and agree that said parties may not be able to determine Your actual Account balance and may refuse to honor the Card for that reason. You agree that We are not liable for such refusal or inability to complete the transaction or for the retention of the Card. **9. Attorney's Fees.** If the Credit Union is forced to take collection action, You agree to pay all court costs and collection fees, including Our reasonable attorney's fees. **10. Monthly Statement.** Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You must retain the copy of such slips furnished at the time of the transaction to verify the monthly statement. **11. Photocopy Charges.** You may be assessed a charge for any research or copies that You request on Your Account. Refer to the Rate and Fee Schedule for current charges. These charges will not occur when research is necessary pursuant to a billing error inquiry under either Federal Reserve regulation "E" or "Z". **12. Replacement Card Fee.** There will be a \$5.00 fee for each Card that You request Us to replace because of loss. **13. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns and adjustments, and they will do so by initiating a credit to Us. We will credit that amount to Your account. **14. Foreign Transactions.** Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is 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, plus the 1% conversion fee charged by Visa® may be assessed. Effective April 4, 2008, VISA® will charge 0.8% for international transactions that do not involve currency conversions. **15. Canceling This Agreement.** You agree that We may terminate this Agreement if You, or anyone You authorize to use the Card, breaks any of Your promises or if You are in default under this Agreement. We also may terminate this Agreement if We cancel Our VISA® Check Card Program. You may terminate this Agreement by returning the Card to Us and paying any outstanding balance on Your Account in full. If You or We terminate this Agreement, it will not affect Your obligation to pay Your outstanding balance. **16. Delay in Enforcement.** No delay in enforcement of Our rights under this Agreement will result in any loss of Our rights or relieve You of any of Your obligations. **17. Invalidity of Provisions or Captions.** If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement. **18. Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law. **19. Acknowledgment.** You acknowledge receipt of a copy of this Agreement and Your agreement to all of the terms and conditions contained therein by Your use of any Card referenced in this Agreement.