

DGEFCU Visa CheckCard Disclosure Agreement

This Agreement covers your **Visa CheckCard** with DGE Federal Credit Union. In this Agreement, the words “you” and “your” mean each and all of those who apply for the card or who receives this Agreement. “Card” means the DGEFCU **Visa CheckCard** and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. “Account” means your DGEFCU **Visa CheckCard** account with us. “We”, “us” and “ours” means the Credit Union.

1. USE

You may use your account to buy goods and services anywhere your **Visa CheckCard** is honored. You may also use your card to get a cash advance from an Automated Teller Machine (ATM) or, if you have share overdraft protection, an overdraft advance. You may use your **Visa CheckCard** for all purposes and subject to all disclosures detailed in the DGEFCU Disclosures & Agreements Brochure pertaining to Electronic Funds Disclosure and ATM Card Agreement. Unless you have designated a different access order to us, funds to cover your **Visa CheckCard** transactions will be deducted first from your checking account. If the amount of money in the account will not cover the transaction amount, we will then apply funds from your share savings account. If the amount of money in that account still will not cover the transaction, we will access sufficient funds, if available, in your overdraft line of credit.

2. RESPONSIBILITY

If we issue you a card, you agree to repay all debts and FINANCE CHARGES, if any, arising from the use of the card. If the **Visa CheckCard** is issued to you and others on a joint application, each person signing this Agreement shall be jointly and severally liable. If you allow anyone else to use your **Visa CheckCard**, you will be liable for all credit extended to such person.

You promise to pay us all amounts borrowed under this Agreement, plus any FINANCE CHARGE or other amounts due. You agree to pay us according to the terms and conditions disclosed in the Credit Agreement and Truth-in-Lending Disclosure applicable to your overdraft line of credit agreement.

3. COLLECTION COSTS

If we are forced to take collection action, you agree to pay all court costs and collection fees, including our reasonable attorneys' fees and costs.

4. CHANGES IN AGREEMENT

By your signature on your **Visa CheckCard** or the signature of any authorized user, you agree that we may change, according to law, the terms of this Agreement. These changes may or may not affect your Credit Account. We will mail notice of such change to you at your address shown on your records. You agree to

notify the Credit Union in writing of any changes in your address.

5. CANCELING THIS AGREEMENT

You agree that we may terminate this Agreement if you break any of your promises or you are in default under this Agreement. We also may terminate this Agreement if we cancel our **Visa CheckCard** program. You may end this Agreement by returning the **Visa CheckCard** to us and paying the outstanding balance of your account in full. If you or we terminate this Agreement, it will not affect your obligation to pay your outstanding balance.

6. LIABILITY LIMITS

If you tell us within two business days, you can lose no more than \$50 if someone used your Card/PIN without your permission. (However, the **Visa CheckCard** has an enhanced liability policy that removes the 48-hour limit and the \$50 liability if fraudulent activity occurs on any signature-based transaction, including Internet purchases.) If you do not tell us within two business days after you learn of the loss or theft of your Card/PIN, and we can prove we could have stopped someone from using your Card/PIN without your permission if you had told us, you could lose as much as \$500.

7. QUESTIONS AND BILLING ERRORS

Please let us know right away if you have any questions about your statement. Please refer to the billing error statement included with your monthly statement. This tells you your right to dispute billing errors.

8. OWNERSHIP OF CARD

This **Visa CheckCard(s)** is the property of DGE Federal Credit Union. You agree to return the card to the Credit Union upon its request or upon the request of anyone (including merchants) authorized by the Credit Union to request return of the card.

9. ACKNOWLEDGMENT

You acknowledge receipt of a copy of this Agreement by signing the Agreement governing this disclosure or by your use of any card accompanied by this Agreement.

FEDERAL ENFORCEMENT AGENCIES

The following indicates which federal agency enforces Regulation E for credit unions. Any questions concerning compliance by DGE Federal Credit Union may be directed to:

Division of Consumer Affairs
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314

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