TRAVIS
CREDIT UNION
P.O. Box 2069
Vacaville, California 95696
(707) 449-4000 • (800) 877-8328

Check Card Agreement and Disclosure

The following terms and conditions governing your Check Card (the "Card") constitute a mutually protective service agreement between you and Travis Credit Union (the "credit union"). Your acceptance, retention, or use of the Travis Credit Union Check Card constitutes an agreement between you and the credit union. You continue to be bound for all transactions resulting from the use of the card until you give the credit union written notice of termination of the account and return the card to the credit union.

ELIGIBILITY REQUIREMENTS

To be eligible to apply for Check Card services, you must:

- Establish a Share Draft Account.
- Be at least eighteen (18) years of age.
- Be a member in good standing with the Credit Union.
- Not have a record with ChexSystems, Inc., an account verification service.
- Agree to authorize the Credit Union to obtain a credit report to verify your satisfactory previous checking account and credit history, and determine your eligibility for this service through a national source of the Credit Union's choice.
- Qualify for the assigned cash withdrawal limit pre-designated for the requested card.

CHECK CARD HOLDER AGREEMENT

Check Card Holders Hereby Agree:

- To abide by the rules as established by Travis Credit Union relating to use of the Check Card. These rules are binding upon you as a cardholder.
- That the credit union may follow all instructions given by you for a purchase transaction or for an ATM transaction.
- That the Card is the property of the credit union and will be surrendered immediately to the credit union upon request.
- That your Personal Identification Number (PIN) is your security. This PIN is known only by you; is confidential and should not be disclosed to third parties or recorded on the card.
- That as a safeguard against unauthorized use of your Card at an ATM, the ATM will not operate (and your card will be captured by the ATM) if your PIN is incorrectly entered three (3) times in a row. Should this happen, please contact the credit union during normal business hours.
- If sufficient funds are not available in your account for the amount obtained at an ATM or for a purchase, and your account balance becomes overdrawn, the credit union reserves the right to offset the amount of insufficient funds with your funds from any of your other accounts at Travis Credit Union. If the account is held jointly, use of the singular implies the plural.
- That your use of the Card when you do not have the available funds in your specified account(s) and overdraft credit is unavailable can result in the immediate cancellation of your Card without prior notice. You must immediately deposit funds for any transaction that resulted in a negative balance in your account(s).
- If you make an invalid ATM deposit, such as an empty envelope or a check drawn on the same account you are depositing into, you will be charged a significant invalid ATM Deposit fee and also risk losing ATM privileges and possibly your account. Please refer to the Fee Schedule for the current invalid ATM deposit fee.
- That the credit union may change the terms and conditions of this disclosure by mailing written notice of the change to your address as it appears on our records at least 30 calendar days before such change is to become effective. However, prior notice need not be given where an immediate change in terms is necessary to maintain the security of your account.
- That the credit union may cancel your Card at any time without notice.
- Any person who applied for the Card, or signs the card, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.
- If you remove your name from a joint account on which a Card was issued, you are still obligated for any transaction that took place prior to you removing your name.
- You are also obligated to repay any charges resulting from the use of the card by another person with your express or implied permission whether or not the person stays within the limits of use set by you. The credit union will not be liable for withdrawals made by **family members**.
- Any persons who use the card are also obligated to repay the credit union for all such charges incurred because of their use of the card.
- You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.

UNLAWFUL ACTIVITY AND INTERNET GAMBLING

You agree not to use any financial service provided by Travis Credit Union, including without limitation any credit cards, ATM or check cards, loan transactions, or share checking or savings accounts, for any illegal or unlawful purpose. Any illegal or unlawful use of Travis Credit Union financial services by you may, at the option of the credit union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You agree to defend, indemnify and hold Travis Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney fees, arising out of, caused by, or related to your unlawful or illegal use of Travis Credit Union financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a Travis Credit Union financial service, including an ATM or check card, VISA® or MasterCard®. Display of a VISA®, MasterCard®, or other payment logo by an online merchant does not mean that internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

ESTABLISHING YOUR PERSONAL IDENTIFICATION NUMBER (PIN)

Once a Check Card application has been approved, you may select your own PIN at any of our offices or we will mail to you a randomly selected PIN.

The Credit Union maintains no record of your PIN.

A PIN can be changed by bringing the card to any branch office during normal business hours for reencoding.

The PIN must be used, together with your Check Card, to conduct transactions at ATMs and Point of Sale (POS) terminals.

AUTOMATED TELLER MACHINES (ATMs)

You may access your account with your Check Card at any of Travis Credit Union's ATMs which are generally available for your use seven (7) days a week, twenty-four (24) hours a day. Please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection and repair.

For your convenience, you may also access your account for cash worldwide at any machines displaying any of the symbols pictured on the reverse of your card.

USING YOUR CHECK CARD

If you are using your Card at a Travis Credit Union ATM, you can:

- Make deposits to your checking, savings and money market accounts.
- Make Travis loan payments.
- Transfer funds between your accounts at the Credit Union.
- Withdraw cash from your checking, savings and money market accounts.
- Check your account balance.

All ATMs that we own and operate are identified as our machines and display Travis Credit Union's logo. If you are using an ATM that is **not** owned or operated by Travis Credit Union, you can:

- Transfer funds between accounts at Travis Credit Union.
- Withdraw cash from your checking and savings. You may withdraw up to your limit (some limitations may apply) per calendar day. Minimum withdrawals are subject to machine limitations.
- Check your account balance.
- Make a deposit at any ATM displaying the CO-OP Network® or STAR DEPOSIT® symbols.

You may also use your Check Card to pay for purchases at places that have agreed to accept Check Card Point-of-Sale Transaction (POS) purchases or at any merchant that honors Visa Debit Card transactions.

AVAILABILITY OF FUNDS

If you make a deposit after 8:00 p.m. at an ATM on a business day, we will consider that the deposit was made on the next business day; if you make a deposit on Saturday, Sunday or a legal holiday, we will consider that the deposit was made on the next business day. For purposes of availability of funds, business days are everyday except Saturdays, Sundays and federal holidays.

Funds from deposits made at any ATM are subject to verification and may not be available for immediate withdrawal. Please see our Funds Availability Disclosure Brochure for details.

FOREIGN TRANSACTIONS

Purchases and other VISA® transactions made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by Visa® for the processing cycle in which the transaction is processed,

In addition to the conversion rate selected by Visa®, a separate VISA® International Service Assessment Fee of 1% is charged to the credit union and will also appear on your statement.

The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The credit union has no control over the conversion rate.

NON-VISA PINLESS TRANSACTIONS

Travis Credit Union offers Visa® debit cards which allow members to use their debit cards wherever Visa cards are accepted. Transactions processed through the Visa network are provided protection under Visas Zero Liability program, a guarantee that you won't be held responsible for fraudulent charges made with your card. However, a new form of payment has emerged that does not fall under the Zero Liability policy because these transactions are not processed by Visa. These types of transactions are referred to as non-Visa PINless debit transactions. An example of a non- Visa debit transaction is an on-line transaction which uses your TCU Visa card number and offers the option of credit or debit. If debit is selected for this type of on-line purchase/payment it will not ask for your PIN (Personal Identification Number) and funds will be deducted directly from your checking account. However the purchase/payment will not be conducted within the Visa system and therefore does not fall under the Zero Liability policy.

Travis Credit Union permits non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non- Visa debit transaction may occur on your Travis Credit Union debit card through non-Visa networks such as the CO-OP Network®, STAR Network®, PLUS Network® and the Armed Forces Financial Network®. Below are examples which distinguish between Visa debit and non-Visa debit transactions:

- To initiate a Visa debit transaction at the point of sale the cardholder selects credit, signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments) or swipes the card through a point-of-sale terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal, or for certain recurring online bill payment transactions provides the account number after indicating a preference to route it as a non-Visa transaction.

A non- Visa debit transaction will not provide the Zero Liability protection benefit. Provisions of the Travis Credit Union debit cardholder agreement relating to Visa transactions are inapplicable to non Visa transactions. Please contact Travis Credit Union for additional information.

CHARGES

There is no charge to use your Card at an ATM owned and operated by Travis Credit Union or another credit union's ATM that reflects the CO-OP Network® symbol. Please refer to the current Fee Schedule for overdraft charges and for our charges for ATMs not owned by Travis Credit Union or non CO-OP Network® ATMs. For a complete list of CO-OP Network® ATM locations, please visit www.co-opnetwork.org.

When you use an ATM not owned by us or a non CO-OP Network® ATM, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. In addition, there may be a special charge for certain transactions performed at a Point of Sale (POS) terminal or merchant. These charges are from the vendor or financial institution used and are not charges of Travis Credit Union.

LIMITATIONS ON FREQUENCY AND AMOUNT OF TRANSFER

- ATM Withdrawals - Cash withdrawals from any ATM can be made as often as you like. Provided there are sufficient funds in your account, you may withdraw up to your daily limit per calendar day. (Minimum withdrawal subject to machine limitations).
- Point-of-Sale - Point-of-Sale withdrawals from a Checking Account may be subject to limitations.
- Overdraft - Overdrawn Check Card withdrawals from the Checking Account will be covered if your previously elected overdraft source contains sufficient funds or an ample available credit limit.
- Deposits - Deposits and payments made at a Travis Credit Union ATM will be credited subject to verification upon opening the ATM and the Credit Union's actual collection of any non-cash item.

YOUR LIABILITY FOR UNAUTHORIZED USE

Tell us AT ONCE if you believe that your card or PIN has been lost or stolen, or your account has been charged for an amount that you did not authorize. Telephoning is the best way of keeping your possible losses down (please refer to "How to Contact Us" at the end of this disclosure). You could lose all the money in your account plus your maximum overdraft line of credit.

If you believe that your card or PIN has been lost or stolen or that your account has been charged for an amount you did not authorize, and you tell us within **two (2) business days** after you learn of the loss or theft, you can lose no more than **$50**, if someone used your Check Card and PIN without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the unauthorized transfer or of the loss or the theft of your Card and/or PIN, and we could have prevented further unauthorized transfers or we could have stopped someone from using your Check Card and/or PIN without your permission, you could lose as much as **$500**.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within **sixty (60) days** after the statement was mailed to you, you may not get any money you lost after sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with your card.

You are obligated to repay any charges resulting from the use of the card by authorized users, whether or not the person stays within any limits of use set by you.

IN CASE OF ERRORS OR QUESTIONS

Call or write us at the telephone numbers and address listed in the "HOW TO CONTACT US" section of this disclosure, as soon as you can, if you think that your statement or receipt is wrong or you need more information about an ATM transaction, transfer or purchase listed on the statement or receipt. We must hear from you no later than **sixty (60) days** after we sent you the **FIRST** statement on which the error or problem appeared. You will need to tell us:

1. Your name.
2. Account number.
3. Why you believe there is an error, and the dollar amount involved.
4. The Merchant's name and address (if applicable).
5. The approximate date 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 has occurred within ten (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 account within 10 business days (20 business days if your account has been open for 30 days or less) 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 the error concerns an electronic funds transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale debit card transaction, or (3) a transaction occurring within 30 days after the first deposit is made to a new account, a 90-day investigation period will apply. 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 account

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

If you need more information about our error resolution procedures, call or write us at the telephone numbers and address listed in the "HOW TO CONTACT US" section of this disclosure.

OUR LIABILITY

Travis Credit Union shall be held liable to the member for all damages caused in the case of a failure on our part. However, if the action or failure to act was not intentional and resulted from a good faith error, even though we maintain procedures reasonably adapted to prevent such error, we shall be liable for only actual damages proved.

Travis Credit Union's liability may arise if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you. We could be liable for your losses or damages.

There are some exceptions to the extent of Travis Credit Union's liability. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to complete the electronic transaction and the transaction would go over the credit limit of your personal line of credit, if you have one, or the available balance in another account, which had been previously designated as an overdraft source.
- If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire, flood, earthquake, labor disputes, power or computer failure) prevent the electronic transaction from being completed, despite reasonable precautions that we have taken.
- If our failure to complete the transaction is done to protect the security of your account.
- If there are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.
- In no event will the Credit Union be liable for consequential indirect costs or damages.

The credit union will carry out instructions given to the ATM or to us by written direction to implement a pre-authorized transfer. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and hold the credit union harmless from all cost, claims, damage, or liability which it sustains as a result of carrying out instructions received through an ATM from the cardholder in a reasonable manner.

TERMINATION

The credit union reserves the right to discontinue Check Card services at any time, without prior notice, subject to applicable laws and regulations. You may terminate your agreement(s) with the credit union at any time by giving prior notice or by terminating your membership.

COLLECTION EXPENSES

If the credit union has to file a lawsuit and obtains judgment to collect what you owe us, you agree to pay the credit union's expenses, including attorneys' fees, as may be determined by the court.

DOCUMENTATION

All Check Card transactions will be reported with your regular account activity on a statement mailed to your address of record. For this reason, always keep the credit union informed if your mailing address changes. You will have the option to receive a receipt each time you use your card. Always compare the receipt against your account record and statement.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary to complete the transfers.
- In order to verify the existence or condition of your account for a third party, such as a credit bureau.
- In order to comply with government agencies or court orders.
- If you give us your written permission.

Please refer to our Privacy Policy, which was provided to you separately.

PROTECTING YOUR PRIVACY, YOUR CARD AND YOUR PIN

Check Cards are convenient and make it much easier to get cash from your account or purchase services or goods. Unfortunately they also leave us more vulnerable to fraud, ID theft and other crimes. Following a few simple tips may help to protect you.

- Memorize your PIN. Don't write it on your card or anything you carry in your wallet or purse. If your purse is stolen the thief would have both your card and PIN.
- When you choose a PIN, don't pick something obvious. Don't make it easy for the thief. For example, if your first name is "John" or "Jane," don't use this as a PIN. Thieves try names; your name, spouses' names and even children's and pets' names.
- Protect your card just as you do your checkbook and credit cards.
- Don't share your card or your PIN. You are responsible for all activity on your account.
- Be sure to take your card and any receipts from the ATM when you're finished. Don't throw away anything with account information at or near the ATM.
- Make sure your ATM receipts and any merchant receipts match the transactions on your monthly statement. Let us know if you have any unverified transactions.
- Beware of "official" scams. No Travis Credit Union employee will ever ask you for your PIN, or to withdraw funds from an ATM for any reason. If someone from Travis Credit Union calls you on the telephone, ask for their extension and then call them back. Use our toll-free number 1 (800) 877-8328. This will ensure that they represent Travis Credit Union.
- Never give out personal information over the telephone or on the Internet unless you initiated the call or connection.

KEEP SAFE AT ATMS

Follow these safety tips every time you use an ATM:

- Scan the area. Be watchful, especially at night. If you notice a suspicious person or your intuition tells you it is not safe, leave the area immediately. If you are in the middle of a transaction, cancel it and leave the area. Report any suspicious activity to the credit union and/or local law enforcement agencies.
- If you use an ATM after dark, try to have someone with you. Always make sure the ATM and parking lot are well lighted.
- Be prepared when approaching an ATM. Have your card and completed deposit forms ready to speed up the transaction.
- Stand directly in front of the ATM to keep others from seeing your PIN.
- If you're making a withdrawal, don't count your cash until you're safely inside your locked car or in a secure area.
- When using a drive-up ATM, pull up as close as possible to the machine and be sure your vehicle doors are locked and windows closed. Lower the driver's window only to complete the transaction.
- Take your receipts with you.
- If someone else is using the ATM, stay back a safe distance to allow privacy.

How to Contact Us