

## BILLING RIGHTS NOTICE

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CARD: Telephone us at (314) 434-6470 or 1-800-844-8313 or write us at: Electro Savings, 1805 Craigshire Drive, St. Louis, MO 63146 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Inform us of your name and Account number.
- (2) Describe the error or the Transaction you are unsure about and explain as clearly as you can why you believe it is in error or why you feel you need more information.
- (3) Inform us of the dollar amount of the suspected error.

If you inform us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will inform you of the results of our investigation within (10) business days, (20) business days for POS transactions or if the transaction is initiated outside of the U.S.) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, ninety (90) days for POS transactions or if the transaction is initiated outside the U.S. to investigate your complaint or question. If we decide to do this, we will credit your account within (10) business days (20) business days for POS transactions or if the transaction is initiated outside the U.S. 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 account.

If an investigation finds that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



1805 Craigshire Drive St. Louis, MO 64146  
(314) 434-6470  
(800) 844-8313

# Electro Savings Credit Union Debit Card Disclosure

In this Agreement and Disclosure Statement (Agreement), the words "you" and "your" mean each and all of these who agree to be bound by this Agreement; "Card" means the Credit Union VISA Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the checking account designated on the request for your Card; "Credit Union" means Electro Savings Credit Union or anyone to whom the Credit Union transfers this Agreement; and "Transaction" means use of the Card or the Account number on the Card, and a Personal Identification Number or Code (PIN) when required, to perform a transaction with the Card.

1. **ISSUANCE OF CARD:** You have requested the Credit Union to issue a Card that can be used to access funds in your Account. The Credit Union will issue a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN to anyone else or write it down where it is available to others.
2. **RESPONSIBILITY FOR TRANSACTIONS:** You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on responsibility for unauthorized transactions.

3. **USE OF THE CARD:** You may use the Card without the PIN to purchase goods or services at places that accept VISA cards (these are Point-Of-Sale or POS transactions). You may use your Card to receive cash advances at financial institutions that accept VISA. You may use the Card and PIN to withdraw cash from your Account at ATM's. You may also order goods or services by mail or telephone from places that accept VISA cards. Some of these services may not be available at all locations.

Use of the Card, the Account number of the Card, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor VISA cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. Use of the Card is subject to the terms and conditions of the Account. Any future changes to your Account may affect your use of the Card.

4. **OVERDRAFTS:** If you have a line of credit loan and a Card transaction exceeds the amount on deposit in your checking account, the Credit Union will advance funds from the line of credit to cover the items and a fee may be charged. If a Card transaction exceeds the balance of your checking account, and funds are not available to advance from your line of credit loan, or you do not have a line of credit loan, the Credit Union will transfer funds from your savings account to cover the item. If a transfer of funds from your savings occurs to cover an item, you will be charged a fee. If funds are not available to cover the item, you will be charged a fee. Fees are listed on the fee schedule, available at the branches and online.

If use of your Card causes all available overdraft sources designated by you (revolving credit line and designated share accounts) to be exhausted and transactions made by you are presented for payment, the Credit Union may add such transaction amounts to the balance owing on your revolving credit line. You promise to pay the Credit Union immediately upon demand for any amounts in excess of the credit limit on your revolving credit line.

The Credit Union may charge card transactions to the Account in any order it determines. If the account balance is insufficient to cover the transaction, the Credit Union may choose to honor the Card transaction and dishonor checks presented for payment.

You agree to reimburse the Credit Union immediately for any Card transaction honored which cannot be paid out of the checking account, through a line of credit advance, or through a transfer from savings.

**5. LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS:** The limit set for purchase is determined by the available balance in your account not to exceed (15) authorizations per day. The maximum amount you may withdraw at an ATM is \$500 each day. You may use your card to receive cash advances at financial institutions that accept VISA. You may perform one cash advance per day at an amount determined by your available account balance.

**6. SERVICE FEES AND OTHER CHARGES:** The Credit Union reserves the right to assess additional fees in the future. Notice of such a change will be given as is required by law. By using this Card you may be subject to service fees as in accordance with the current Credit Union fee schedule. These fees are listed on the fee schedule available at the branches and on-line. A copy of the fee schedule will be mailed to cardholder, upon request.

**7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from your Account using an ATM, merchant, or POS terminal. You will be sent a monthly Account statement, by mail or electronically, showing the Transactions made with the Card. Sales or cash advances drafts for those transactions will not be returned with the statement. You will retain the copies of such drafts that were furnished at the time of the Transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your Account statement for errors, discrepancies, or improper transactions. Photocopies of drafts will be furnished on request for a charge.

**8. BUSINESS DAYS:** Business days of the Credit Union are Monday through Friday, excluding legal holidays.

**9. RETURNS:** Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union and your Account will be credited.

**10. DISCLOSURES OF ACCOUNT INFORMATION TO THIRD PARTIES:** The Credit Union will disclose information to third parties about your Account or the Transactions you make when: (1) it is necessary for completing transactions; (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us your permission.

## 11. LIABILITY FOR UNAUTHORIZED

**TRANSACTIONS:** You are required to tell the Credit Union AT ONCE if you believe your Card has been lost or stolen.

Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Account (plus your maximum revolving credit line and shares used to cover overdrafts). As a VISA cardholder, you will not be held responsible for unauthorized transactions if:

- You have used reasonable care in protecting your card from loss or theft; and
- You have promptly reported to Electro Savings Credit Union when you knew that your VISA was lost or stolen.

If you believe there has been unauthorized use on your account and you meet the conditions above, you have the protection of VISA's zero liability promise. If you do NOT tell the Credit Union promptly after you learn of the loss or theft of your Card, and the Credit Union can prove it, could have stopped someone from using your Card without permission if you had told the Credit Union, you could lose as much as \$500. Also, if your statement shows transactions that you did not make, tell the Credit Union at once. If you do not tell the Credit Union within sixty days (60) after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if the Credit Union can prove that it could have stopped someone from taking the money if you had notified us in time.

**12. HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION:** If you believe the Card or PIN has been lost or stolen or that someone has withdrawn or may withdraw money from your Account without your permission, call: (314) 434-6470 or 1-800-844-8313 during business hours Monday through Friday 9 a.m. to 5 p.m., or write: Electro Savings Credit Union, 1805 Craigshire Drive, St. Louis, Missouri 63146. After hours, call (800) 449-7728.

**13. MERCHANT DISPUTES:** The Credit Union is not responsible for the refusal of any merchant or any financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**14. REFUSAL TO HONOR CARD:** The Credit Union is not responsible for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

**15. LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:** If the Credit Union does not complete a transaction on your Account on time or for the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses or damages you are able to prove. However, there are some exceptions. The Credit Union will NOT be liable under the following circumstances:

- a. if, through no fault of the Credit Union you do not have enough money in your Account to make the withdrawal;
- b. if, you have overdraft protection with the Credit Union

and the Transaction would exceed your overdraft protection limit; c. if, the ATM where you are making the Transaction does not have enough cash;

d. if, the terminal or system was not working properly and you knew about the breakdown when you started the Transaction; e. if, circumstances beyond our control (such as fire, flood, or other acts of God) prevent the Transaction, despite reasonable precautions that we have taken;

f. if, your Account is subject to legal process or other claims; g. if, you use a damaged or expired Card and/or PIN or one that has been reported lost or stolen; h. if, the Credit Union believes that something is wrong, for example, that your Card has been stolen;

i. as otherwise provided in regulation of the Board of Governors of the Federal Reserve System.

j. For preauthorized transactions, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

**16. RULES OF THE ACCOUNT:** All Transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.

**17. FOREIGN TRANSACTIONS:** Transactions made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. Effective April 2, 2005, the exchange rate for international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, plus 1%.

**18. EFFECT OF AGREEMENT:** Even though the sales, cash advances, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.

**19. ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The Credit Union may from time to time offer additional services for your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**20. CHANGE IN TERMS:** The Credit Union may amend this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Account, you will be given at least (45) days prior notice of the change.

**21. SIGNATURES:** By signing in the Signature area of the application form, or by using the Card, you agree to the terms of the Agreement. Retain this disclosure for your records.

**22. TERMINATION OF ACCOUNT:** The Credit Union reserves the right to cancel your Card at any time without notice. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancel your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

**23. NO WAIVER:** The Credit Union can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.