

## Oakland University Credit Union Visa Debit Card Agreement

Undersigned has an Oakland University Credit Union (OU Credit Union) checking (draft) account. OU Credit Union issues Visa Debit Cards (herein called "Card" or "Cards") which can be used to make payments and purchases and to get cash advances in much the same way as a Visa Credit Card is used. Undersigned hereby request(s) OU Credit Union to issue Card(s) to undersigned. **Undersigned agree(s) to the following terms and conditions.**

When "I," "me," "my," or "mine" is used herein, it means the same as "we," "us," "our," or "ours" if this agreement is signed by two or more people.

1. The checking account mentioned above is governed by an account agreement I have signed. Electronic fund transfers affecting the account are further governed by a disclosure of terms and conditions related to such transfers given to me by MSUFCU. This agreement sets out further terms and conditions for that account with respect to use of the Card(s).
2. The Card(s) will be produced with name(s) as I direct. I agree that the person whose name is printed on a Card will immediately sign the Card (in the space provided on the back) and the signature will be in the same form as printed on the Card. I will not permit any other person to use the Card(s). If I do allow any other person to use the Card(s), I will be responsible for all use of the Card(s) by the other person until I get the Card(s) back, whether or not I have authorized that use or have previously notified OU Credit Union that I will not be responsible for such use.
3. OU Credit Union can cancel this agreement at any time and cancel my privilege to use the Card(s). The Card(s) are the property of OU Credit Union and I will return them upon its request.
4. Your Card is valid until the expiration date on the front of the Card or until the Card has been inactive for 18 consecutive months and has a \$0 balance, at which time the Card will automatically expire. If there is no activity after 24 consecutive months, your line of credit will be cancelled. After the Card has expired, it is no longer valid, you will not be able to use the card and all transactions will be declined. If your card is active within the prior 12 months, you will automatically be issued a new Card 7-10 business days prior to its expiration date, unless the Card is otherwise terminated. You agree to notify us of any change in address for Card reissuance, disclosure and other contact purposes.
5. You agree we and our agents may contact you by phone or wireless device at any phone number associated with your account, including wireless numbers (i.e. cell phone numbers), in order to service your account, provide you fraudulent activity alerts, or collect any amounts owed to us, excluding any contacts for telemarketing purposes as required by law. You further agree methods of contact may include, but are not limited to, the use of text messages, prerecorded or artificial voice messages, and/or use of an automatic dialing service. Calls and messages may incur access fees from your cellular service provider. You understand that you are not required to provide consent as a condition to receiving products or services and you may revoke your consent or change the phone number provided by contacting us at 248-364-4708 or 800-766-6828, oucreditunion.org, or by visiting any OU Credit Union branch.

6. VAU is an account updating service in which your Card is automatically enrolled. When your Cards expire, are lost or stolen, and new cards are issued, the service may update relevant Card data (card numbers, CVV and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to our Visa database only. The database is accessed only by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. You understand that neither VISA nor OU Credit Union can guarantee your account updates will be communicated to merchants prior to your next statement date. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please contact us.

7. My use of the Card(s) to make payments to, purchase merchandise or services from, or obtain cash advances from, any person or firm which honors such Card(s) is my authorization to OU Credit Union to withdraw sufficient funds from my checking account to pay Visa sales drafts or cash advance drafts I sign when using the Card(s).

**OU Credit Union will not honor requests to stop payment on a sales draft I sign when using the Card(s).** If funds in my checking account are not sufficient to pay all items presented for payment, OU Credit Union may pay Card drafts I have signed and my other Card transactions first. Transactions made by use of the Card(s) shall be paid from the checking account if funds are available; otherwise, they will be paid from my other accounts at OU Credit Union or from my line-of-credit loan or Visa Credit Card, as I have previously authorized. If I elect to be notified of an overdraft transfer by a mailed paper notice, I agree to pay a \$5 fee whenever it is necessary to transfer funds from either my share, savings, or loan account(s) to pay a sales draft or cash advance. If I do not require a mailed paper notice at the time the overdraft occurs, or I elect to receive the notification electronically at the primary email address on file, the transfer will be listed on my monthly statement and no fee will be charged. If OU Credit Union pays any Card transaction when no funds from any of these sources are available, I agree to repay such amounts to OU Credit Union immediately, and to pay a processing fee (for each non-sufficient fund item) to be set by OU Credit Union and subject to change.

If I continue to use the Card(s) when funds are not available, my checking account may be closed and I will promptly surrender my Card(s) to OU Credit Union. I further understand that even after my account is closed, I will still be charged a processing fee per item as long as items are presented for payment when funds are not available.

I will not make, or permit to be made, any illegal transactions on my account through use of a Card, a check, or in any other manner. OU Credit Union may deny authorization for any internet gambling transaction.

8. OU Credit Union has no liability to me if a person or firm to whom I present the Card(s) refuses to honor the Card(s) or retains the Card(s), even if at such time there were sufficient funds in my account to cover the amount of the transaction I wanted to make.

9. Merchants and others who honor the Card(s) may give credits for returns or adjustments. Once notified by the merchant, OU Credit Union will credit the amount thereof to my checking account.

10. International Transactions — When I use my Visa Debit Card(s) for international transactions, a fee will be assessed. I agree to pay a 1% international transaction fee for ATM and point-of-sale (i.e., PIN-based) transactions and a 3% international transaction fee for all other international transactions and cash advances. The fee will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When I use my Visa Debit Card(s) at a merchant that settles in, or at an ATM that dispenses, currency other than U.S. dollars, the charge

will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The international transaction fee will be calculated after the transaction has been converted to U.S. dollars.

11. The periodic statement for my checking account will reflect Card transactions I make, but sales or cash advance drafts for those transactions cannot be returned with the statement. I 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. Photocopies of such drafts will be furnished on request at a reasonable charge if such request is made within 120 days of the date the transaction posted to my checking account.

12. If I learn or believe that the Card(s) has been lost, stolen, or has been used or may be used by some other person without my permission, I will immediately contact OU Credit Union.

When OU Credit Union is closed, I will call 888-393-1172 or write OU Credit Union at:

Oakland University Credit Union  
Attention: Visa Department  
PO Box 1067  
East Lansing, MI 48826-1067

13. Special Unauthorized Use Liability Rule for Visa Debit Card — Unless I have been negligent or have engaged in fraud, I will not be liable for any unauthorized transactions posted to my lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions.

14. Even though the sales or cash advance drafts that I may sign when using the Card(s) may contain different terms, the terms of my existing agreements with OU Credit Union relating to my checking account, as expanded by this agreement, govern all Card transactions I make.

15. OU Credit Union may amend this agreement from time to time by giving me advance written notice through first-class mail sent to the address shown on the most recent statement for my checking account, or to the primary email address on file if electronic account notices have been selected, which notice shall be effective when mailed. The notice will advise me of the extent, if any, to which such amendment will apply to my then existing obligations to OU Credit Union.

16. In the event any use of my Card(s) constitutes an electronic fund transfer, the terms and conditions of the disclosure relating to such transfers furnished to me by OU Credit Union will govern such transactions, regardless of this agreement. My use of the Card(s) in such manner is my authorization to OU Credit Union to withdraw sufficient funds from my checking account to cover such transactions, even though no signed sales draft or cash advance draft is presented to OU Credit Union for the transaction.

17. By activating and using the Card(s), I agree to be bound by the terms and conditions of this agreement.

**oucreditunion.org • 248-364-4708**