

DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement and Disclosure Statement (Agreement), the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; Card means the Debit Card and any duplicate, renewals or substitutions the Credit Union issued to you; "Account" means the Checking account designated on the application for your Card; "Credit Union" means Envision Credit Union, formerly known as North Florida Education Credit Union, or anyone to whom the Credit Union transfers this Agreement; and "Transaction" means use of the Card, and a Personal Identification Number (PIN) or Code 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 the 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 number 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 all Account holders. Section 10 below tells you about your 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:
 - a. Withdraw cash or pay for purchases from your checking (suffix 7) or savings account (suffix 0)
 - b. Deposit to your checking (suffix 7) or savings account (suffix 0)
 - c. Transfer funds from your savings (suffix 0) to your checking (suffix 7), or vice versa
 - d. Transfer funds from savings (suffix 0) or checking (suffix 7) to a personal line-of-credit (loan #11), or vice versa
 - e. Make advances on an approved personal Line-of-Credit (loan #11)
 - f. Obtain balance inquiries on savings, checking and personal Line-of-Credit loans.

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 on 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 terms and conditions of your Account. Any future changes to your Account may affect the use of the Card.

4. **OVERDRAFTS:** If use of your Card causes all available overdraft sources designated by you (personal Line-of-Credit and designated share and savings accounts) to be exhausted and Transactions made by you are presented for payment, the Credit Union will add such transaction amounts to the balance owing on your personal Line-of-Credit. You promise to pay the Credit Union immediately upon demand for any amounts in excess of the credit limit on your personal Line-of-Credit. A fee will be charged for each transfer from a designated share or savings account to cover an overdraft. These fees are disclosed in the Envision Credit Union's Fees for services schedule.

5. **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS:** You may complete a maximum of nine (9) transactions per day, which five (5) may be ATM withdrawals per day. You may not exceed five (5) ATM withdrawals per day. The minimum ATM withdrawal is \$10. You may be limited by certain ATM limits as well as your available Account balance.

6. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from you Account using an ATM or POS terminal. You will be sent a monthly Account statement showing the Transactions made with the Card. Sales or cash advance 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.

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

8. **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. They have up to 30 days to process credit(s) to your account.

9. **DISCLOSURE 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 permission.

10. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** You are required to tell the Credit Union AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum personal Line-of-Credit and shares and savings used to cover overdrafts). If you tell the Credit Union within two (2) business days, you can not be held responsible for charges made without your permission. If you do NOT tell the Credit Union within two (2) business days 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 your permission if you had told the Credit Union, you could lose as much as \$50. 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 (60) days 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 called in time.

11. **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 permission, call (850) 942-9000 or 1-800-991-4965 (after business hours). You may also write Envision Credit Union, P.O. Box 5198, Tallahassee, FL, 32314.

12. **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 and 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 your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you.

13. **REFUSAL TO HONOR CARD:** The Credit Union is not liable 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.

14. **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 claim;
- g. if you use a damaged or expired Card and/or PIN or one that has been lost or stolen; or
- h. if the Credit Union believes that something is wrong, for example, that your Card has been stolen, or
- i. as otherwise provided in regulations 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.

15. **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.

16. **FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

17. **EFFECT OF AGREEMENT:** Even though the sales, cash advance 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.

18. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The Credit Union may from time to time offer additional services for your account, such as travel accident insurance and ScoreCard® rewards, with or without additional cost to you. If we offer any such service, information about and the terms of the service will be provided to you separately. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time without notice. ScoreCard® reward points may be revoked, transferred or closed at the Credit Union's discretion. If you notice an error in the transfer of ScoreCard® points or feel the balance as shown on your statement is wrong, we must hear from you no later than 90 days from the date on which the problem or error occurred. A written request must be received in order to separate household card numbers, and a minimum of 30 days must be allowed for processing. It may take as long as two full statement cycles for ScoreCard® points to be shown on your statement.

19. **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 your or decreases access to your Account, you will be given notice as required by applicable law.

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

21. **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.

22. **STATEMENTS AND NOTICES:** Statements and notices will be mailed to your at the most recent address you have given the Credit Union. Notice sent to any joint account owner will be considered notice to all.

23. **GENERAL:** To the extent permitted by law, you agree to pay reasonable cost, including attorneys' fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives, and successors and if more than one, jointly and severally.

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

25. **GAMBLING:** Debit cards cannot be used for any type of illegal gambling transaction(s). The Credit Union reserves the right to revoke any card used for this type of transaction.

For applicable fees, please refer to our current Fees for Services Schedule.