



**FDCOMMUNITY**  
FEDERAL CREDIT UNION

**VISA DEBIT CARD  
DISCLOSURE and AGREEMENT**

*PLEASE READ THIS DISCLOSURE AND AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT OUR RIGHTS AND OBLIGATIONS PERTAINING TO THE VISA DEBIT CARD.*

**DEFINITIONS** "You" and "Your" mean the person(s) who have received a VISA Debit Card or who use your VISA Debit Card with your consent. "We", "us", and "our" mean FD Community Federal Credit Union, through which you received a VISA Debit Card. "FDCFCU" is the FD Community Federal Credit Union. "Account" or "Accounts" mean your Share (savings) account(s) or Share Draft (checking) account with us which you may access with your Card. "Card" means your VISA Debit Card. "PIN" means your Personal Identification Number. "ATM" means Automated Teller Machine at which you are allowed to use your card. "POS Terminal" or "POS" refers to an electronic terminal at which you can use your Card to pay for goods/services by debiting (charging) your Checking account. "EFT" is a transfer of your funds at the credit union which is initiated electronically either by computer, ATM or POS.

**GENERAL AGREEMENT** You agree to maintain with FDCFCU a savings or checking account on which FDCFCU will pay any ATM or POS transaction accessed by your Card. You agree to maintain your savings and checking accounts subject to all rules which apply to those accounts. When you use your VISA Debit Card you agree to the terms and conditions of this account. The FDCFCU RESERVES THE RIGHT TO REFUSE TO ISSUE a VISA Debit Card to any member with whom there has been an unsatisfactory account relationship at FDCFCU or other financial institution.

**CARD SERVICES** You may use your Card, together with your PIN at ATMs to:  
Withdraw cash from your savings or checking account (s), transfer money (as allowed by the ATM owner) between accounts accessed by your Card, obtain balance information (as allowed by the ATM owner), and make deposits at FDCFCU ATMs into FDCFCU accounts.

Transactions permitted and withdrawal amounts may vary according to the limits set by the ATM owner. You may make withdrawals or transfers any number of times per calendar day, however the maximum amount of withdrawal or transfer via ATM cannot exceed \$1,500 per calendar day. If your available balance is less than \$1,500, you can only withdraw to the available balance. Withdrawals will only be authorized when there are sufficient funds available in your account.

You may use your Card to purchase goods or services at any POS terminal authorized by FDCFCU or any merchant who accepts VISA. Such purchases are permitted from the checking account only. You may make any number of purchases any number of times per calendar day, however, the maximum amount of purchases cannot exceed \$1,500 per calendar day. If your available balance is less than \$1,500 you can only purchase to the available balance. Purchases will only be authorized when there are sufficient funds available in your account. The \$1,500 per day is a combined limit of ATM and POS transactions.

**SPECIAL TERMS** The use of the Card to purchase goods and services at merchant locations or to withdraw cash from an ATM location will constitute a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your checking account in the order and with the same legal effect as checks drawn on the account. Any hold placed on your account may reduce the available funds in your account. Deposit items, other checks, POS transactions or EFT transactions may not be authorized or checks paid. You agree to this action and you agree to relieve us of any liability from placing a hold on the account as agreed. If an overdraft condition results from the use of the VISA Debit Card, you will pay us on demand this negative balance together with fees in effect for the checking account as of the date of the transaction which causes the overdraft. The Credit Union shall not be responsible for the refusal of any merchant, provider of services, bank, or ATM to honor any Card. Even though your checking account may have a balance sufficient to cover a requested transaction, you recognize that electronic terminals, merchants, financial institutions, and others who accept the VISA Debit Card, or the account number on the VISA Debit Card, may not be able to determine the actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the VISA Debit Card. Merchants and others who honor the VISA Debit Card may give credit for returns or adjustments, and they will do so by initiating a credit to the Credit Union who in turn will credit that amount to your checking account. VISA Debit Card transactions made in foreign countries and foreign currencies will be charged to the checking account in U.S. dollars. The exchange rate for will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

**JOINT OWNERSHIP** If you agree to issue a Card to a joint owner of your accounts, we may recognize any of the cardholders and pay funds or transact any business for the accounts accessed by the Card. You agree with each other and with us that any of you may withdraw or receive any of the funds paid in on shares before or after you accept this Agreement. You agree that you own all such funds jointly with right of survivorship. You agree that all cards issued shall remain the property of the FDCFCU and must be surrendered upon demand.

**CLOSING YOUR ACCOUNT** You may close your accounts at any time by giving us written notice. We may close your account at any time giving you notice. If your accounts are closed, you will return your Card(s) to us.

**DOCUMENTATION** You have a right to receive certain types of documentation and information concerning your EFTs. You will receive a monthly statement showing all electronic funds transactions. You can arrange to have direct deposits made to your checking account on a regular basis from the same person or organization. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or organization you can call us at 203-753-9201 to find out whether or not the deposit has been made. You can get a written record at the time you make a transaction through an ATM or POS terminal. This record will show certain information such as the amount, type and date of the transaction.

FEES AND CHARGES You agree to pay all fees as may be imposed from time to time. These fees are stated in the Rate and Fee schedule that was made part of your documentation for your account. ATMs owned and operated by other financial institutions may impose a surcharge on you using their machine. A notice of such fee will appear on the ATM before you make a transaction.

COLLECTION COSTS If we have to go to court because you owe us money, you agree to pay all collection costs, including but not limited to our attorney fees plus other fees that the court may award to us.

YOUR LIABILITY You agree to protect your VISA Debit Card(s). If you believe any Card is lost you will notify us immediately. If you do not tell us after you learn of the loss or theft of the Card(s) and we prove that we could have stopped someone from using your Card without your permission if you had told us, you can lose as much as \$500.00. If you do not tell us within 60 days after statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 203-753-9201 between the hours of 8:00 am and 4:00 pm Monday-Friday as soon as you can if you think your statement receipt is wrong or you need more information about a transfer listed on the statement or receipt. We must hear from you within 60 days after we sent your FIRST statement on which the questioned transaction appeared. Tell us your name and account number. Describe the error or the transfer that you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information. Tell us the dollar amount 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. Telling us orally will not preserve your rights. The address to write us is: FDCFCU, 601 Watertown Avenue, Waterbury, CT 06708. We will tell you the results of our investigation within 10 business days after we hear from you. The time period for POS transactions is 20 days. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question (up to 90 days for POS or transactions out of the U.S.). If we decide to do this, we will credit your account within 10 business days (or 20 days in case of POS or outside the U.S.) for the amount that you think is in error, so that you will have 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 recredit your account. If we determine there was no error, we will send you written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

OUR LIABILITY If we do not complete a transfer to or from your account in a timely manner in accordance with the terms and conditions of your account and normal banking procedures or in the correct amount according to your instruction, we will be liable for certain types of losses or damages which you suffer. However, there are some exceptions. We will not be liable for the following instances: If, through no fault of ours, you do not have enough available funds in your account to make the transfer, If the account has a hold on it for the amount of all or part of the funds necessary to make the transfer, If there is mechanical failure in the ATM or POS system, If the ATM or POS terminal or system was not working properly and you knew or should have known about the breakdown, If the ATM or POS does not have enough cash to complete your transaction, If you do not give us where applicable, your name, correct PIN and, where applicable, correct account numbers when starting the transfer, If the transfer is prevented by circumstances beyond our control despite the reasonable precautions that we have taken, If the funds in your account are subject to legal process or other encumbrance restricting such transfer, If your VISA Debit Card has deteriorated or been damaged so that it does not function properly, If your VISA Debit Card or PIN has been reported lost or stolen, or If you do not follow the procedures in this or any other agreements you have with us. There may be other reasons under Federal or State law when we will not be liable.

ACCOUNT INFORMATION DISCLOSURE We will disclose information to third parties about your account or the transfer you make in the following instances: Where it is necessary for completing transactions or collecting checks, In order to verify the existence and condition of your account, to a third party, such as a credit bureau, In order to comply with any law, court order, or proper governmental request, such as subpoenas or tax information, If you give us written permission, We may also provide information about you to our agents, auditors, and collection attorneys, If the holder of one of your checks requests whether it would be paid if presented at the time, To governmental officials in connection with suspected violation of law, To third parties if you owe us money and we must take legal action to get it, or When allowed to be disclosed under state and federal privacy laws.

SURRENDER OF CARD The card belongs to us. We can take it back at any time. You agree to surrender the VISA Debit Card when we request it.

OUR RIGHTS WITH REGARD TO OVERPAYMENTS If funds have been deposited into your accounts to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of setoff to recover any such amount.

*if you have questions concerning this Agreement or billing statement errors, you may contact us by writing or phoning the FD Community Federal Credit Union, 601 Watertown Avenue, Waterbury, CT. 06708, telephone 203-753-9201. FDCFCU is open Monday-Friday, except for legal holidays.*