



Utah First Federal Credit Union  
200 E South Temple  
Salt Lake City, UT 84111  
(801) 320-2600

## DEBIT CARD ACCESS AGREEMENT

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.**

In this Agreement the words *I/me/us/my/our* mean each and all of those who apply for the card or who sign this Agreement. *Card* means the VISA Debit Card and any duplicates and renewals Utah First issues. *Account* means your account with the Utah First. *You* and *your* means Utah First Federal Credit Union. This Agreement also applies to ATM transactions completed by use of the card.

### DEBIT CARD AGREEMENT

- (a) CARD TRANSACTIONS - 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 advances with merchants, financial institutions or others who honor the Card is an order by me/us for the withdrawal from the Account. Each Card transaction by me/us (or by anyone else to whom I or either of us give the Card) may be charged to the Account and will be treated as though it were a check for purposes of the Checking Account Agreement except that
1. The Utah First may charge transactions to the Checking Account in any order it determines, and if shares are not sufficient to recover all withdrawals, the Utah First may pay Card withdrawals and dishonor regular checks; and
  2. The Utah First cannot honor stop payments requests on Card transactions.
- (b) OVERDRAFTS - I promise to reimburse Utah First immediately for the amount of any Check or Card transaction that it honors which cannot be paid out of the Account.
- (c) REFUSAL TO HONOR CARD - Even though my Checking Account may have a balance sufficient to cover a requested Card transaction, I recognize that electronic terminals, merchants, financial institutions and others who accept the Card, or the account number on the Card, may not be able to determine my/our actual balance. Therefore, Utah First is not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card transaction, or for their retention of the Card.
- (d) LOST CARD NOTIFICATION - If I believe the Card, the account number, the PIN or any combination of the three has been lost or stolen or that someone has transferred or may have transferred money from the Account or other accounts without permission, then I/we will immediately call Utah First at (801) 320-2600 or write them at 200 East South Temple, Salt Lake City, Utah 84111, or call VISA at (800) 453-4270.
- (e) BUSINESS DAYS - Our business days are Monday through Friday of each week except holidays. Our business hours are from 9:00 a.m. to 5:30 p.m.
- (f) RETURNS AND ADJUSTMENTS - Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by initiating a credit to the Account.
- (g) ACCOUNT INFORMATION DISCLOSURE - Utah First will disclose information to third parties about my/our account or the transaction I/we make:
1. Where it is necessary for completing transactions; or
  2. In order to verify the existence and condition of my/our account for a third party, such as a credit bureau or merchant; or
  3. In order to comply with government agency or court order; or
  4. If I/we give Utah First written permission.
- (h) TRANSACTION SLIPS - The monthly statement for the Checking Account will identify the merchant, financial institution or electronic terminal at which Card transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. Utah First may charge a reasonable fee for photocopies of slips that I may request.
- (i) FOREIGN TRANSACTIONS - Card transactions made in foreign countries and foreign currencies will be charged to the Account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc., through whose facilities Card transactions are handled.

- (j) LIABILITY FOR UNAUTHORIZED TRANSACTIONS - Unless I/we have been grossly negligent or have engaged in fraud, we will not be liable for any unauthorized transactions using my/our lost or stolen VISA Debit Card. This limit on liability does not apply to ATM transactions, to transactions using a PIN, which are not processed by VISA, or to commercial cards. If I we notify Utah First of unauthorized use of my/our card, then Utah First will extend provisional credit for the losses within five business days of notification of the loss.
- (k) LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS - I understand that my/our liability to Utah First, or responsibility for Card transactions made from the Account, resulting from the loss, theft, or other unauthorized use of the Card, account number on the Card, the PIN, or any combination of the three shall, subject to applicable law, be limited as follows:
1. The lesser of the actual loss or \$50 if I notify Utah First within two business days after learning of the loss or theft; and
  2. Up to \$500 if I fail to notify Utah First within two business days; and
  3. Up to the entire account balance if I fail to notify Utah First within 60 days after a statement showing an unauthorized transfer was mailed to me.
- (l) CARD OWNERSHIP - The Card will remain the property of Utah First and I/we agree to surrender the Card to Utah First at any time upon request.
- (m) EFFECT OF AGREEMENT - Even though the sales, cash advance, credit or other slips I/we sign or receive when using the Card, the account number on the Card, the PIN and/or any combination of the three may contain different terms, the Checking Account Agreement as enhanced by this Agreement, is the contract which solely applies to all transactions involving the Card. Utah First may amend these agreements from time to time by providing me/us written notice at least 30 days prior to the effective date of the amendment or, if prior notice is required by law. My/Our use of the Card or the account number on the Card thereafter will indicate agreement to the amendments.
- (n) REPLACEMENT FEE - I/We agree to pay a \$25.00 replacement fee to Utah First for each card that is reissued to me/us, and that my/our account may be automatically charged/debited for the fee at the time of each replacement.
- (o) ENTIRE AGREEMENT - This written Agreement is the final expression of the terms and conditions of my/our Agreement with Utah First and may not be contradicted by evidence of any alleged oral agreement.
- (p) ACCESS LIMITATION - I understand that the Card accesses my share and checking accounts to the extent of the balances in those accounts.
- (q) AGREEMENT AMENDMENTS - Utah First may amend this agreement for any reason not prohibited by law. Utah First may terminate this agreement upon reevaluation of my creditworthiness, upon my failure to satisfy the terms of the agreement, or at my option or the option of Utah First for a good cause. Action taken under this paragraph shall not affect my obligations.
- (r) LOSS OR OVERDRAFT - I agree to pay immediately any loss or overdraft on my account. Any loss or overdraft shall be subject to interest at the prevailing ANNUAL PERCENTAGE RATE from the date incurred until the date paid either before or after judgment. I also agree to pay reasonable attorneys fees and court costs incurred in collection of any loss or overdraft.
- (s) ACCESS RESTRICTED TO TERMS OF AGREEMENT - I understand and agree that Utah First may restrict or modify my Card access. I understand and agree that my access is subject to the terms and conditions of the electronic funds transfer disclosures in this Agreement. I agree that my Card access is conditioned on compliance with this Agreement; the electronic funds transfer disclosures and any restrictions imposed by Utah First.
- (t) OTHER TERMS AND DISCLOSURES - I agree that:
1. Only checks, checking card access and other methods of proof required by Utah First may be used to withdraw funds from the said account(s).
  2. Utah First shall have no obligation to pay any check or Card withdrawal which exceeds the balance in the checking account or any check on which the date is more than six months old.
  3. Utah First shall not be liable for any of its acts or omissions regarding the payment or nonpayment of a check or other instrument except in the event of Utah First's gross negligence.
  4. There is a daily maximum withdrawal limit using my Card and you may refuse withdrawals in a greater amount. For purposes of determining whether or not I reached the daily transaction or withdrawal limit, a day ends at 12:00 midnight. Saturday and Sunday may count as one business day for daily withdrawal limit purposes.
  5. Any objections respecting any item shown on a monthly statement shall be waived unless made in writing to Utah First on or before the twentieth day following the day the statement is mailed.

6. All credits to my Checking Account of checks, drafts, and other non-cash items shall be conditional and subject to your actual receipt of final payment.
  7. In the event of legal action to enforce your rights, I agree to pay reasonable attorneys fees and costs of collection incurred by you.
  8. I also acknowledge and understand that the business days for Utah First branches are Monday through Friday. Federal Holidays are not included.
  9. There are no additional charges for electronic debits and credits, but my normal account charges will continue to apply. Owners of ATMs may charge a fee for withdrawals.
  10. I have the right to receive and you will make available a receipt in the form of a written acknowledgment at the time I complete a transaction using any network ATM. You will mail or deliver to me monthly checking account statements.
  11. If the Utah First does not complete a transaction on time or in the correct amount according to the terms of our agreement(s), you will be liable for my damages proximately caused thereby, provided, I have complied with the terms of those agreements. However, there are some exceptions. You will not be liable, for instance:
    - (1) If, through no fault of yours, I do not have enough collected funds in my account to complete the transaction.
    - (2) If the ATM where I am making my transaction does not have enough cash to complete the transaction.
    - (3) If I use the wrong PIN.
    - (4) If I use a damaged or expired card or a card that has been reported lost or stolen.
    - (5) If the ATM was not working properly.
    - (6) If the account from which I have attempted to make a withdrawal has been closed.
    - (7) If circumstances beyond your control prevent the completion of the transaction, despite reasonable precautions you have taken.
    - (8) If a hold is placed on my account because of a court order or similar reason.
    - (9) If the ATM network retains my card.
  12. You will disclose information to third parties about my account(s) or the transaction I make:
    - (1) Where it is necessary for completing the transactions(s); or
    - (2) In order to verify the existence and condition of my account for a third party, such as credit bureau or merchant; or
    - (3) In order to comply with a governmental agency or court order;
    - (4) If I give you my written permission.
  13. I agree and understand I will be responsible to pay the following service charges incurred in connection with this account(s):
    - (1) \$2.00 photocopy charge, per item;
    - (2) \$25.00 replacement Card fee;
    - (3) \$17.50 overdraft fee.
- (u) LIEN AND SET-OFF RIGHTS – Account Holder(s) agrees that Utah First has the right to offset against any account of any Account Holder to cover any amount owing to Utah First for any reason. Account Holder(s) understand that this means that Utah First has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to Utah First. Account Holder(s) understand that Utah First may enforce this right without further notice.

- (v) CARD PICK UP COSTS - I further agree and understand that in the event you elect to pick up and take possession of any of my cards, I will pay the costs of that pick up, not to exceed the amount of \$150.00.
- (w) RESERVATION OF RIGHTS - The failure of Utah First to exercise any of its rights under this agreement shall not be deemed to be a waiver of such right or any other right available hereunder.
- (x) CREDIT SEARCH AUTHORIZED - I agree that Utah First is authorized from time to time as it deems necessary to make inquiries pertaining to employment, credit standing and financial responsibility.
- (y) RETENTION OF AGREEMENT/RIGHT TO MODIFY - I agree that (a) Utah First may retain this agreement to comply with federal and/or state law and (b) in compliance with applicable law, regulation and this agreement, Utah First may change the terms of the plan from time to time upon prior notice mailed to my last known address as shown on the records of Utah First as is set forth in paragraph (q).

In the following disclosures you refers to each person that applies for the account or signs the agreement. We/us/our refers to Utah First Federal Credit Union.

In Case of Errors or Questions About Your Electronic Transfers:

Telephone us at (801) 320-2600 or

Write us at 200 East South Temple, Salt Lake City, UT 84111

### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, contact us immediately for more information. You must notify us no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Provide us with your name and account number.
- (2) Describe in detail the error or transaction in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we determine that more time is necessary to complete our investigation, we will provide conditional credit to your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer). If you are asked to put your complaint or questions in writing and do not deliver it within ten (10) business days, we may not provide the conditional credit to your account. If we determine that there was no error, we will revoke the conditional credit and send you a written explanation within three (3) business days. You may ask for copies of the documents that we used in our investigation.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_