

# Access Card Agreement & Disclosure

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Please direct all questions and inquiries regarding your access card to: Wings Credit Union, 14985 Glazier Avenue, Apple Valley, MN 55124. 1 (800) 692-2274 or (952) 997-8000. To report a lost or stolen Visa® Debit Card, call 1 (800) 523-4175 or sign in to digital banking and select "Card Services."

**Access Card Agreement.** In the following agreement Wings refers to Wings Financial Credit Union, ATM refers to Wings's ATM terminals and other network Automated Teller Machines, POS refers to Point of Sale terminals. Use of the enclosed access card shall constitute a binding and enforceable contract between Member and Wings subject to the terms and conditions hereinafter set forth:

1. Member agrees that account designated when the transaction is performed at an ATM/POS terminal will be charged or credited with the transaction. If the amount withdrawn or obtained exceeds the balance of the Member's accounts, the Member agrees to immediately deposit funds to cover the debit. All deposits are made subject to verification and collection of funds. NOTE: Transactions performed through the Visa system using a Visa Debit Card will only access checking accounts.
2. Member may withdraw only available funds actually on deposit in the account. All transactions made by use of the access card will be recorded at the time of each use. Member agrees that any transaction recorded will constitute a valid transaction and if a dispute should occur the transactions so recorded will be binding.
3. If the Member's account is a joint account, either of the joint account signers may make use of the services covered by this Agreement. All transactions made to the Member's account by Wings upon use of the access card by one of the signers, or by any other person with the consent of one or more of the signers of the joint account, shall be fully binding and enforceable against both or all signers on the joint account.
4. The Member will receive a secret Personal Identification Number (PIN), which, when used in conjunction with the access card, will activate the ATM/POS terminal. The responsibility to safeguard the secrecy of such numbers rests exclusively with the Member. Use of such secret number by any person other than the Member will constitute prima facie evidence that Member authorized such use. (For Member's protection, Wings does not maintain a file of PINs.)
5. Member agrees that the access card issued will remain the property of Wings and must be surrendered to Wings at its request. Member further agrees that access cards may be automatically impounded at any time by means of an ATM. Member also agrees that the use of the access card is a privilege which may be canceled or temporarily suspended at the discretion of Wings and Wings shall incur no liability for its action to do so. Wings does not and shall not warrant continuous operation of ATM/POS terminals and shall incur no liability to Member for lack of availability of particular transactions or failure of operation.
6. Member agrees to pay Wings any and all service and other charges which may be established by Wings from time to time for the use of the access card. Wings may debit the Member's account for these charges including collection costs and attorney fees if any.
7. Member agrees that access cards issued will not be used for any illegal transaction. The member further agrees to indemnify Wings for any action whatsoever that may arise as a result of such transactions.
8. Members card must be used at least every six months to remain active. Cards not used in the past year will not be reissued at expiration.

**Electronic Funds Transfer Act Notice – REG E.** You may use your Visa Debit Card to withdraw cash, make deposits and transfer funds from your account, and pay for purchases at Point of Sale (POS) terminals that will accept the cards. Not all transaction service options are available at all automated teller machines (ATM). Up to your established limit or the amount of the available account balance (whichever is less) can be withdrawn per day at ATMs using your Visa Debit Card. Up to your established limit or the amount you have on deposit in your checking account (whichever is less) may be accessed using your Visa Debit Card at any merchant that displays the Visa logo. Please note that your Visa Debit Card only accesses your available account balance.

**Liability For Unauthorized Transactions.** Notify us AT ONCE if you believe your card has been lost or stolen. Digital banking or telephoning are the best choices of notification to minimize your possible losses. If you notify us within two (2) business days of learning of the loss or theft, you can lose no more than \$50 if someone uses your card without your permission. If you DO NOT notify us within two (2) business days after you learn of the loss or theft of your card, and if we can prove we could have stopped someone from using your card without permission had we been notified, you could lose as much as \$500. Visa Debit Card: Transactions processed through the Visa system have no member liability.

Also, if your account statement shows transactions you did not make, notify us AT ONCE. If you do not notify us of the items in question within 60 days after we send the FIRST statement in which the problem or error appeared, you may not receive a refund for the amount lost if we can prove we could have stopped the theft had you notified us in time. If you believe your card has been lost or stolen or that someone may have performed a transaction on your account without your permission, call or write to Wings at the number and address listed above. Our Business days are Monday through Friday. Holidays are not included.

**Liability For Failure To Complete Automatic Transfers.** If we do not complete an automatic transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages, except in certain situations. Exceptions would include:

- If, through no fault of ours, your account has insufficient funds.
- If the transaction would exceed your established limit.
- If the ATM/ POS terminal was not working properly and that fact was evident when you initiated the transaction.
- If the transfer of your funds is restricted by the legal process.
- If circumstances beyond our control such as flood, fire, power outage, etc., prevent the transfer, despite reasonable precautions we have taken.
- If the ATM does not have enough cash.

**Service Charges.** When using a Wings owned ATM, you are allowed unlimited withdrawals at no charge. At ATMs not owned by Wings, including surcharge-free ATM partners, there is no charge from Wings for the first 5 ATM/ POS withdrawals in a checking statement period. Any additional withdrawals in a checking statement period will incur a \$2.50 fee per withdrawal. There will be a \$30.00 fee for any withdrawal that causes an account to overdraw. A fee may be imposed for a transaction or balance inquiry at an ATM by an ATM operator or by a national, regional, or local network used to complete the transaction.

**Exchange Rate for International Transactions.** 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%.

**Disclosure Of Right To Receive Documentation Of Transaction.** You can get a receipt at the time you make any transaction to or from your account using an ATM/POS terminal, or use your Visa Debit Card at a merchant displaying the Visa logo. You will get a monthly account statement (unless there are no transactions in a particular month. In any case, you will get a statement at least quarterly.)

**Disclosure Of Information About Your Account Transactions.** Information about your account is considered by the credit union to be confidential. We will not disclose any information about your account to third parties except: (1) When it is necessary for completing automatic transfers. (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. (4) If you give us your written permission.

**In Case Of Errors Or Questions About Your Electronic Transactions.** Telephone or write us, at the number listed at the top of this notice, as soon as you can, if you think your statement 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) Tell us 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 an error or why you need more information. (3) Tell us the dollar amount of the suspected error.

If you tell us orally, you must send us your complaint/questions in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this we will recredit your account within 10 business days for the amount 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 decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Security Of Your Card and Personal Identification Number (PIN).** For your protection, Wings suggests that you: (1) Keep all cards in a safe place. (2) Do not permit any other person to use your card or watch you key in your PIN. (3) Memorize your PIN. Do not tell anyone your PIN. (4) Do not write your PIN on your card(s). (5) If you do not want to use a card, cut it in half and call the Credit Union to cancel the card. Minnesota Civil Actions — Minnesota Statutes 47.69

If the transaction is with a Minnesota financial institution, a member may bring civil actions against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Electronic Funds Facilities Act and recover actual damages or \$500 whichever is greater and may also recover punitive damages, together with Court costs and reasonable attorney's fees incurred.

**Modification Of The Disclosure.** Wings may find it necessary to change any of the terms or conditions set forth in this disclosure. If an immediate change is not necessary to ensure the security of our electronic fund transfer system on your account, we will mail or deliver written notice of that change at least twenty-one (21) days before the change is to become effective.

**Consent to Contact.** You agree that we may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which may result in charge to you. You agree that we may contact you in order to service your account, prevent fraud, collect any amounts owed to us, and for informational and telemarketing purposes as permitted by law. You further agree that methods of contact may include the use of pre-recorded or artificial voice messages and/or the use of an automatic dialing system. You understand that you are not required to agree to this provision of the Membership Agreement as a condition of purchasing any property, goods, or services. You represent and agree that you are and will be the wireless telephone number subscriber with respect to each wireless telephone number provided by you to us.

## IMPORTANT INFORMATION

The following applies to you if you have an access card and a line-of-credit attached to your account.

**If you have a line-of-credit loan attached to the account this card is under, this card can directly access the loan (using Wings-owned ATMs) or could trigger a loan advance. If this was not your intent, please cut up the card and contact the credit union immediately!**

**SECURITY INTEREST – the credit union shall have a lien or the right to impress a lien on shares and deposits for sums due. Such a right will not apply to shares held in an individual retirement account. You pledge all paid shares and deposits and payments, which you now or may have in the credit union to the extent of all of your unpaid balances due the credit union. In case of default, you authorize the credit union to apply any or all such funds to the payment of unpaid balances.**

**Liability For Unauthorized Use** (If card is used to directly access a line-of-credit): Any card issued to you is the property of Wings and must be returned to us immediately on demand or on notice of cancellation or withdrawal of the card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use. In any case, your liability would not exceed \$50.