



Please issue a Space Age Visa Check Card to Member Number: _____

Primary Member:

Name _____
Address _____

City _____ State _____ Zip _____
Drivers Lic. No. _____ State Issued _____
Social Security Number _____
Daytime Phone _____
Signature _____ Date _____

Joint Owner:

Name _____
Address _____

City _____ State _____ Zip _____
Drivers Lic. No. _____ State Issued _____
Social Security Number _____
Daytime Phone _____
Signature _____ Date _____

Authorized User:

Name _____
Address _____

City _____ State _____ Zip _____
Drivers Lic. No. _____ State Issued _____
Social Security Number _____
Daytime Phone _____
Signature _____ Date _____

Authorized User:

Name _____
Address _____

City _____ State _____ Zip _____
Drivers Lic. No. _____ State Issued _____
Social Security Number _____
Daytime Phone _____
Signature _____ Date _____



VISA Check Card Agreement

The Check Card Agreement is the contract which covers your and our rights and responsibilities concerning the Check Card services offered to you by Space Age Credit Union. Check Card transactions are electronically initiated transfers of money from your account through the Check Card services described below. By signing the attached application, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the Check Card services offered.

Check Card Program

You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your Checking account. If the balance in your account or line-of-credit account is not sufficient to pay the transaction amount, we may advance funds to pay the transaction and then you will be charged a fee (as stated in the Rate and Fee Schedule) and we may terminate all services under the Agreement. You may use your Card and PIN through the designated ATM Network. At the present time, you may also use your Card to:

- Make deposits to your Savings and Checking accounts.
- Withdraw funds from your Savings and Checking accounts.
- Transfer funds between your Savings and Checking accounts.
- Obtain balance information for your Savings and Checking accounts.
- Make loan payments from your Savings and Checking accounts.
- Access your overdraft protection accounts.
- Make Point-of-Sale POS transactions with Card to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of Check Card program transaction may apply:

- There is no limit on the number of Check Card Program purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- There is no limit to the number of cash withdrawals you make in any one day from any ATM machine. You may not withdraw more than \$200 (or your approved limit) in cash per day.
- You may transfer up to the available balance in your accounts at the time of the transfer.

Conditions of Check Card Program Services

- a) Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion.
- b) Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c) Personal Identification Number. You will receive a Personal Identification Number (PIN) known only to yourself which when used in conjunction with the VISA Check Card will activate the designated ATM. The responsibility to safeguard the secrecy of such number rests exclusively with you. Use of such PIN by any person other than the member will constitute prima facie evidence that the member authorized such use.
- d) Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Check Card transactions to or from any Savings, Checking, or Loan accounts as provided in this Agreement. Each joint account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any Check Card transaction on any account from any joint account owner.

Liability for Unauthorized Use

If you believe the Card has been lost or stolen, you will immediately call the Credit Union. Until you notify us, you will be liable for the less or of \$0 or the amount of money, property, labor or services obtained by the authorized use of your Card. "Unauthorized use" means the use of a Check Card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use and which the Cardholder received no benefits. If your Card is lost or stolen under circumstances where you are free from fault, you will have no liability for any unauthorized use of your Card.

Illegal Transactions

You shall not use your card for any illegal transactions under local, state and federal law.

Account Information Disclosure

We will disclose information to third parties about your account or the transfer you make:

- As necessary to complete transaction.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us written permission.

Credit Union Liability for Failure to Make Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for direct or consequential damages. However, there are some exceptions. We will not be liable for instance:

- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.
- If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or PIN in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of the designated ATM network
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, PIN, or any EFT facility for making such transfers.
- Any other exceptions as established by the Credit Union.

Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in the Agreement. We reserve the right to change the terms and conditions upon which this service is offered. WE will mail a notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit union account and any future changes to those regulations.

Termination of Check Card Program Services

You may terminate this Agreement at any time by notifying us in writing and stopping your use of your Card and PIN. You must return all Cards to the Credit Union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your PIN for Check Card services. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

Enforcement

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

Right to Receive Documentation

You may get a receipt at the time you make a transfer to or from your account using your Card at an ATM or POS terminal. You will also receive a monthly statement which will show all electronic terminal, POS, or other electronic fund transfers, except that quarterly statements may be mailed for your Primary Savings account unless there has been electronic terminal activity.

Questions and Billing Errors

In case of errors or questions about your electronic transfers, you may call us at (303) 369-7666 or write to Space Age Credit Union, 3005 South Parker Road, C-300, Aurora, CO 80014. As soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer 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. 2) Describe the error or transfer you are unsure about, and explain why you believe it is in error or why you need more information. 3) Tell 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. We will tell you the results of our investigation within 10 business days after we hear from you and correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the 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 credit your account. In case of a transfer resulting from a POS Check Card transaction or a transfer initiated outside the U.S., we will tell you the results of our investigation within 20 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate. If we decide to do this we will credit your account within 20 days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we decide there is 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.

Credit Union Business Days

Our business days are Monday through Friday, except legal holidays.