



VISA DEBIT CARD APPLICATION

ACCOUNT AGREEMENT

THE FOLLOWING APPLIES TO BOTH VISA DEBIT CARDS & ATM CARDS:

By using the Visa Debit Card or ATM Card and Personal Identification Number (hereinafter both referred to as the "card") you have received from the credit union, you agree to all of the terms of this Agreement. You also agree to all terms contained in the credit union's Visa Debit Card & ATM Card Disclosure Statement (the "Disclosure Statement").

USE OF CARD: You also agree to keep your PIN always separate from your card. You may cancel this Agreement by returning the card to the credit union, cut in two, with written notice of cancellation. There is no charge for the first 8 ATM transactions per month. There will be a fee of \$1 for each transaction afterwards. The credit union reserves the right to charge additional fees or change any fee with 30 days notice.

PAYMENT OF CHARGES: You agree to pay any amount when due, you must pay all of the credit union's cost of collection, including fees of the credit union's lawyers.

SIGNATURE: If you use the card, the credit union can withdraw funds from your account without a signed withdraw order.

VERIFICATION AND COLLECTION: You agree that all deposits and payments are contingent on the credit union's verification and collection.

JOINT AND SEVERAL LIABILITY: If you use your card to gain access to a joint account, each person that owns the account will be obligated for the entire amount due.

TERMINATION: The credit union may cancel this Agreement and your use of card at any time WITHOUT NOTICE. You may cancel this Agreement and your use of card at any time WITHOUT NOTICE. You may cancel this Agreement by returning the card (cut in two) to the credit union with written notice of cancellation. Termination of service will be effective from the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

INCORPORATION OF DISCLOSURE STATEMENT: This Agreement incorporates all of the terms contained in the Disclosure Statement. You acknowledge that the credit union has given you a copy of the Disclosure Statement. Terms of the Disclosure Statement may be changed if the credit union gives you written notice 30 days in advance.

APPLICABLE LAW: Your use of the card shall be governed by applicable Federal Law and by the laws of the State of New Jersey when they do not conflict with Federal Law.

OTHER PROVISIONS: There may be a delay between the time a deposit is made and when it is available for withdrawal. You should review our Funds Availability Policy to determine the availability of funds deposited. We reserve the right to refuse any transaction which would result in insufficient funds.

You authorize the credit union to obtain a credit report on any user(s) of the card(s), from time to time, in the credit union's sole discretion. If you request, the credit union will tell you the name and address of any credit bureau from which it received a credit report on you.

Foreign Transactions: Transactions you make in foreign countries will be billed to you in U.S. Dollars by a currency conversion rate. This rate is typically either a government mandated rate or a wholesale rate provided to our processor and increased by a percentage. The conversion rate is the rate applicable when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your account.

PLEASE COMPLETE THE APPLICATION PORTION, & DROP IT OFF AT ANY MOTION BRANCH. OR, MAIL YOUR APPLICATION IN A STAMPED ENVELOPE TO: MOTION FCU P.O. BOX 1160 LINDEN, NJ 07036

All users receiving a VISA Debit Card must complete and sign the following (one card per member, per account):

PRIMARY NAME

JOINT NAME

ADDRESS

CITY

STATE

ZIP

DAY PHONE

CELL PHONE

CREDIT UNION ACCOUNT NUMBER

SIGNATURE OF PRIMARY USER

DATE

SIGNATURE OF JOINT USER

DATE

By signing I (we) acknowledge that I (we) have received, read and agree to be bound by the terms of the Visa Debit Card Disclosure Statement & Agreement

VISA DEBIT CARD WITH ATM ACCESS OR ATM CARD DISCLOSURE STATEMENT & ACCOUNT AGREEMENT IMPORTANT NOTICE- READ & KEEP FOR YOUR RECORDS. THE FOLLOWING APPLIES TO BOTH VISA DEBIT CARDS & ATM CARDS ISSUED BY THE CREDIT UNION EXCEPT AS NOTED:

The Disclosure Statement is provided in accordance with Federal Reserve Regulation E and covers your rights and obligations with respect to Electronic Transfer (EFT) services. The services covered by this regulation include, but are not limited to, your use of the Visa Debit Card and transactions at Automated Teller Machines. The words "credit union" refer to Motion Federal Credit Union. The words "you" or "your" refer to person(s) who are Visa Debit Card or ATM Card user(s).

YOUR USE OF THE VISA DEBIT CARD OR ATM CARD CONSTITUTES YOUR ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THIS DISCLOSURE STATEMENT AND HAVE READ IT AN AGREE TO ALL OF ITS TERMS.

UNLESS REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

1. CONSUMER LIABILITY DISCLOSURE

Tell us AT ONCE if you believe your VISA Debit Card has been stolen or lost. Telephoning is the best way of keeping your possible losses down. However, you must also write to us within ten (10) business days informing us of the loss in order to preserve all of your rights under this agreement. You could lose all the money in your account.

If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Visa Debit Card or ATM Card, and we can prove we could have stopped someone from taking the money if you had told us in time.

2. DISCLOSURE OF TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNATHOURIZED TRANSFER

If you believe your Visa Debit Card or ATM Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

908-862-6966 or write to:

**Motion Federal Credit Union P.O. Box 1160 Linden, NJ, 07036
After hours, you may also call: 800-554-8969**

To report lost or stolen Visa Debit Cards only or report unauthorized transfers involving your Visa Debit Card statement. Calling alone will not preserve your rights under this agreement. You must also write to us within ten (10) days.

3. BUSINESS DAY DISCLOSURE

Main office business days are Monday thru Friday, 8:15 A.M. to 4:00 P.M. excluding holidays.

4. TYPES OF AVAILABLE TRANSFERS/ \$ LIMITS ON TRANSFERS

(a) Account access. You may use your Visa Debit Card or ATM Card to:

- (1) Withdraw cash from your share draft (checking) account.
- (2) Obtain share draft account balance at some ATMs.

(b) Limitations on frequency of transfers.

- (1) The maximum dollar amount which can be withdrawn in one day is \$500.00.

The Following, Section 4c, Applies Only to the Visa Debit Card:

(c) The Visa Debit Card offers additional services that give you greater versatility for managing your financial needs. You may use your Debit Card to pay for goods and services at any merchant displaying the Visa logo.

When you do so, your Debit Card works like a check. The purchase amount is deducted from your credit union share draft (checking) account. You can also use your Visa Debit Card to make purchases at any location that offers Point of Sale (POS) capabilities and displays a Visa logo. At POS terminals (located at many grocery stores, gas stations and other merchants) be sure to tell the clerk you want to make a "credit" transaction. DON'T PRESS "DEBIT" ON POS TERMINALS AND DON'T ENTER YOUR PIN (even though you tell the clerk you want to make a credit transaction, the money you spend will be debited from your checking account...there is no line-of-credit on this account at this time). Finally, a Visa Debit Card can be used as an ATM Card. You can withdraw cash from your share draft (checking) account.

VISA Debit Card - Daily "On-Line" withdrawal limits

ATM cash withdrawals.....\$505

All other Visa transactions.....\$2000

Daily Total Limit.....\$2505

VISA Debit Card-Daily "Off-Line" withdrawal limits

ATM cash withdrawals.....\$205

All other Visa transactions.....\$505

Daily Total Limit.....\$710

WHAT YOUR VISA DEBIT CARD CAN DO FOR YOU

You may use Visa Debit Card at Automated Teller Machines authorized to accept the card. However, some of these functions may not be available at all terminals.

- (1) Withdraw cash from your share draft (checking) account.
- (2) Obtain share draft account balance at some ATMs.
- (3) Pay for purchases from your available Checking account balances at retail businesses where Visa transactions are accepted (see limitations).

(d) Visa Debit Card or ATM Card transactions are considered "on-line" which means that each time you make a withdrawal from your account, the terminal you use will verify that the funds are available in your account at that time. Your Visa Debit Card has a daily ATM withdrawal limit of \$505, a Visa transaction limit of \$2,000, for an aggregate daily limit of \$2,505. If the terminal you use is "off-line" due to mechanical malfunction or other circumstances beyond our control, \$505 daily aggregate default limit will apply. ATM Card has a \$505 daily limit. All deposits are accepted based on the credit union's Funds Availability Policy subject to collection through normal procedure. Deposits can be made at participating ATMs. The credit union reserves the right to make future changes to fees and/or service charges related to the use of your Visa Debit Card.

5. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

Presently, there are no charges made for electronic fund transfers except as noted below. However Motion Federal Credit Union reserves the right to implement a fee structure and establish charges for the use of these services from time to time. Notice of such charges and any changes thereto, will be forwarded in writing to your last known address at least 30 days prior to their effective date.

Usage Fees:

No charge for the first 8 ATM transactions per month. \$1.00 for each transaction afterwards.

\$7.00 to issue replacement Card / \$7.00 for additional Cards (up to two cards issued at opening of account at no cost).

\$2.00 to retrieve PIN

6. DISCLOSURE OF ACCOUNT INFORMATION TO THRID PARTIES

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

- (1) In order to comply with government agency or court orders.
- (2) If you give us your written permission.
- (3) Where necessary for completing transfers.
- (4) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

7. DOCUMENTATION

You will get a monthly account statement. Your monthly account statement will indicate Visa Debit Card transactions, as well as fees incurred as a result of using your Visa Debit Card or ATM Card transaction, you can also receive information on a receipt which may include: the address of the ATM terminal used, date and time of the transaction and amount of money withdrawn.

8. DISCLOSURE OF FINANCIAL INSITUTIONS LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the ATM where you are making the transfer does not have enough cash.
- (3) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- (4) If the circumstances beyond our control (such as fire for flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If the transfer would go over the credit limit on your overdraft line.
- (6) If money in your account is subject to legal process or other claim.
- (7) If your account is frozen due to a delinquent loan.
- (8) If the error was caused by a system of an ATM or POS network.
- (9) There may be other exceptions stated in our agreement with you

9. ERROR RESOLUTION PROCEDURES

In case of errors or questions about your electronic transfers, telephone us at **908-862-6966 or write to us at: Motion Federal Credit Union P.O. Box 1160 Linden, NJ 07036** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed in the statement or receipt. After hours, you may also call:

800-554-8969

To report lost or stolen Visa Debit Cards only or report unauthorized transfers involving your Visa Debit Card statement. Calling, alone will not preserve your rights under this agreement. You must also write within 10 days. We must hear from you no later than sixty (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 transfer 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 and the date of the suspected error. If you tell us orally you must also send us your complaint or question in writing within 10 business days.

We will tell you the result of our investigation within 10 business days after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. 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 the use of the money during the time it takes us to complete the investigation. You may ask for copies of the documents that we used in our investigation and copies will be provided at the same cost charged depositors for duplicate copies of statements. The credit union will not provide copies of documents or reports used in our investigation when to do so would violate the privacy and rights of other depositors.

Motion Federal Credit Union also reserves the right to charge a depositor for reasonable costs and expenses in conducting an error investigation when it is determined that no error occurred.