

VISA®
Check Card
Disclosure and
Agreement



COUNTYFEDERAL
SANTA CLARA COUNTY FEDERAL CREDIT UNION



SANTA CLARA COUNTY FEDERAL CREDIT UNION

VISA® Check Card Disclosure and Agreement

By requesting, keeping, using, or permitting others to use a Santa Clara County Federal Credit Union VISA® Check Card, you consent to the terms of this VISA® Check Card Disclosure and Agreement (“Agreement”).

1. Terminology

The terms “we,” “us,” “our,” and “Credit Union” refer to Santa Clara County Federal Credit Union. The terms “you” and “your” refer to the persons receiving the services under this Agreement. “Card” means the Santa Clara Federal Credit Union VISA® Check Card and any duplicates, renewals or substitutions the Credit Union issue to you; “Account” means the account designated on the application (“Application”) for your Check Card.

The Electronic Fund Transfer (“EFT”) Disclosure and Agreement as amended from time to time (“EFT Disclosure”) sets forth the terms and conditions governing the use of the Santa Clara County Federal Credit Union electronic transfer services, while the Truth in Savings Disclosure and Account Agreement (“Account Agreement”) sets forth the terms and conditions governing the use of our accounts, products, and services in general. Disclosure information that applies to all electronic Card services offered Santa Clara County Federal Credit Union is given below. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. This Agreement is also subject to the terms and conditions set forth in our Account Agreement, EFT Disclosure, and Application. In the event of a conflict between the terms of this Agreement and other agreements between you and us, the terms of this Agreement will prevail to the extent of any such inconsistency. By retaining, using, or allowing others to use the electronic services offered by Santa Clara County Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement.

2. How Check Cards Work

Please be aware that although your Card bears the VISA® logo, it is not a credit card, but a check card. Your Card enables you or anyone you authorize to use your Card to order the Credit Union to make payments out of your Credit Union Checking (share draft) Account without writing a check. You can use the Card and confidential Personal Identification Number (PIN) to pay participating merchants for goods or services either through point-of-sale (POS) terminals on networks in which we participate. You can also use your Card for signature transactions at merchants, financial institutions and others who honor VISA® Check Cards. You can also use your Card and PIN to obtain cash at Credit Union ATMs and at ATMs that display the logos of networks in which we participate. Networks in which we participate are generally identified on your Card and may be changed by us from time to time. You can also initiate transactions using information from your Card, such as the Card number, expiration date, and Card Verification Value (“CVV”) code, such as for transactions over the Internet. Use of the Card authorizes us to immediately deduct the full amount of the transaction from your Account or to apply a merchant authorization hold to your Account available balance, plus any applicable fees. While most Check Card transactions will be either deducted from your Account or a hold will be applied to your Account available balance promptly after you initiate the transaction, there may sometimes be a delay. For Check Card transactions there generally is no deferred payment as there is with a Credit Card.

3. Eligibility

To get a Card, you must be a Credit Union member in good standing (including meeting your loan obligations), you must have a Checking Account with us, and your checking history with us and other financial institutions, as reported by ChexSystems or other consumer reporting agencies, must be satisfactory to us.

4. Security and Authorized Use

We will issue a confidential PIN when we issue your Card. Keep your PIN secret. Do not write your PIN on your Card or keep a note of your PIN near your Card. You must keep your Card in a safe place and must not give your Card or PIN to anyone unless you want to authorize that person to conduct all business on your Accounts that you can conduct yourself. Once you give someone permission to use your PIN or Card, all transactions by that person are considered authorized by you, even if that person exceeds the scope of permission you gave them to use your Accounts. For example, if you give your Card and PIN to a friend to buy groceries in April, and she uses your Card number in November to make a mail order purchase, the November transaction is considered authorized by you. We are not subject to agreements between you and other people limiting their use of your Card or Accounts. The only way you can stop an authorized user from taking money from your Accounts is to notify us to deactivate the Card and reissue a new Card and PIN. We may charge a fee for Card reissue. If you do not want to use a Card, cut it in half and return it to the Credit Union.

5. Responsibility for Transactions

You are responsible for all transactions you make with the Card or you authorize another person to make with the Card. You understand that if you disclose your Check Card PIN and/or number to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

6. Merchant Disputes

The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. For Card transactions directly accessing a line of credit (as opposed to indirectly accessing a line of credit through overdraft protection), the Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

Limitations on Dollar Amounts and Frequency of Transactions Purchases made above the floor limit of the merchant will require an authorization number from VISA®.

7. Illegal Use of VISA® Check Card

You agree that your VISA® Check Card will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

8. Available Services and Transaction Limits

- A. You can choose one Savings (share) and one Checking Account to link to your Card.
- B. Use your Card as you would a credit card to pay for goods and services or obtain cash at participating VISA® merchants and financial institutions. Your Card can be used for signature transactions in person, or you can use your Card by giving the Card number to merchants or others over the telephone or Internet other means that may become available in the future.
- C. Use your Card and PIN at ATMs we own or operate, or at ATMs on networks in which we participate, to (i) withdraw cash from your Credit Union Checking or Savings Account, (ii) transfer funds among Credit Union Accounts, or (iii) obtain Credit Union Checking and Savings Account balances.

You may use the Card and PIN to:

- Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA® Check Cards or ATM Cards; Transfer funds between your Account and another account you have with the Credit Union; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card and PIN to:

- Purchase goods or services at places that accept VISA® Check Cards or ATM Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept VISA® Check Cards or ATM Cards; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

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 from merchants, financial institutions or other who honor VISA® Card is an order by you for the withdrawal of the amount of the transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the available funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual

transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions). We are not responsible if we do not authorize or if we dishonor other transactions on your Account while a hold is on the Account.

All Card Transactions covered by this Agreement are subject to other terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the Card.

- D. You may use the Card and PIN to make deposits at ATMs that we own or operate and at ATMs on networks with which we have deposit-taking relationships (CO-OPSM ATMs at of publication of this Agreement).
- E. You can use your Card and PIN to purchase stamps at designated ATMs, subject to fee(s) where fees are charged for this type of transaction.
- F. You can use your Card and PIN to purchase American Express traveler's cheques at American Express ATMs, subject to fee(s) where fees are charged for this type of transaction.
- G. You can use your Card and PIN at POS terminals on networks in which we participate to pay for goods and services. In general, you may make ATM cash withdrawals or POS transactions (\$300 for members in the Starts Free Option, and \$500 for members in the Gets Better Option) from each ATM's each 24-hour period as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdraw limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.
- H. In general, all VISA® Check Card transactions are limited to the available funds in the Credit Union Account you access for the transaction or the maximums stated in this Agreement, whichever is less. We may change the limits without notice for security reasons, but otherwise you will receive advance notice if limits are changed. Please note that some non-cash items that you deposit to your Credit Union Account

may not be available for immediate withdrawal. Please consult the Credit Union's separate Funds Availability Disclosure. We can refuse to make transactions for which you do not have the available funds. We can terminate your Card privileges if you obtain cash or complete a transaction when you do not have available funds to cover it.

- I. If you have overdraft protection linked to your Checking Account, we may authorize a transaction that would otherwise overdraw your Checking Account if you have sufficient available overdraft protection to cover it. Anyone who is authorized to use your Card can access your overdraft protection, whether or not they are a party to the agreement governing the overdraft protection source, such as a line of credit or a Savings Account. Savings Accounts may be overdraft protection sources, but you cannot obtain overdraft protection when you use a Check Card to withdraw funds from a Savings Account. Overdraft protection transfers out of Savings Accounts are limited to a maximum of 6 per month.
- J. A merchant, financial institution or other entity that honors the Card maybe unable to obtain an authorization for your requested transaction. We will not be liable to you if this happens.
- K. Occasionally a merchant will obtain more than one authorization for a transaction. For example, a restaurant may obtain an authorization on the pre-tip amount of your bill, then another authorization for a different amount after you've added the tip. Although your Account can ultimately be charged only for the amount of the transaction you authorized, a hold may be placed on your Checking Account for both amounts.
- L. ATMs are generally available 24 hours a day, 7 days a week, however may be unavailable periodically for maintenance.
- M. If your PIN is entered incorrectly 3 times in a row, the ATM may, for security reasons, capture your Card. If this happens to you, please contact the Credit Union during normal business hours.
- N. You agree that you will not use or allow others to use your Card for illegal transactions, such as illegal on-line gambling. We have the right, but not the obligation to refuse to allow a transaction if we reasonably believe that it is illegal. We have asked our Card processor to block (refuse to authorize) gambling transactions to the extent technically feasible. The actual or alleged illegality of a transaction for which authorized use of your Card was made will not be a defense to your obligation to pay it. Ultimate responsibility for determining the legality of transactions made using your card rests with you, not the Credit Union. We can terminate your Card privileges if you permit use of your Card for illegal transactions.

9. Terms of Your Checking Account Apply to Card Use

Except for ATM transactions that access your Savings Account, use of the Card will be treated as though you had written a check and will be governed by the terms of your Santa Clara County Federal Credit Union Checking Account plus any overdraft protection agreement you have with us, incorporated by reference. However, please be aware of the following:

- A. We may charge withdrawals to the Checking Account in any order we determine consistent with applicable law. If funds are not sufficient to pay both Check Card withdrawals and paper checks, we may pay Check Card withdrawals and dishonor checks, or vice versa.
- B. The Credit Union cannot honor stop payment requests on Card transactions.
- C. Merchants and others who honor the Card may give credit for returns or adjustments. We will credit your Checking Account for the amount

of the credit when the Credit Union receives the credit from the merchant or other entity.

10. ATM and Everyday Debit Card Transactions

Courtesy Pay privilege on ATM withdrawals and everyday debit card transactions require your authorization. You must opt-in (agree) to use this program with your account. If you maintain your account in good standing and have the need for this courtesy, we may, at our sole discretion, pay the ATM withdrawal(s) and/or everyday debit card transactions up to the authorized limit, and we will charge your account our normal Courtesy Pay fee for each item that overdraws your Account's available balance. We will send you a notice each time an overdraft occurs. If you choose not to opt-in, and funds are not available in your account, requests for ATM withdrawal and requests for authorization using your debit card will be declined.

To opt-in or opt-out of this program, please contact us by telephone at (408) 282-0700 or (800) 282-6212; visit us at www.sccfcu.org; or write us at:

Attention: Member Services
1641 North First Street
San Jose, CA 95112

11. Other Important Check/Credit Card Distinctions

Check Cards fall under Federal Reserve Regulation E, unlike credit cards, which fall under Federal Reserve Regulation Z. Neither Regulation E nor state law give you the right to dispute the quality of goods or services you purchase with a Check Card. Any merchant dispute rights you may have are limited to those provided by VISA® operating rules. If you have a dispute with a merchant regarding the quality of goods or services you purchased with a Check Card, you must first attempt to resolve the dispute with the merchant. If you cannot resolve the dispute with the merchant, notify us within 60 days of the date we sent you the FIRST statement on which the transaction appeared. Send us copies of any documents that reflect your efforts to resolve the dispute with the merchant. We will investigate the problem and determine whether you are entitled to a credit to your account. Our time frames for conducting the investigation, posting provisional credits, and finalizing or reversing provisional credits, are stated below in the "In Case of Errors or Questions" section.

12. Fees

There are no fees for use of the Card at Santa Clara County Federal Credit Union owned ATMs. Other ATM operators may charge fees for use of their machines for transactions, as well as charging fees for balance inquiries even if you do not complete a funds transfer. Fees we charge for using a non-proprietary ATM are set forth in our Fee Schedule. If they do this, they are required to notify you of the fee before you become obligated to pay it. Merchants and others who honor the Card may charge a fee for doing so. Any fees will be deducted from your Credit Union Checking Account along with the amount of the transaction. If a transaction you conduct with your Card would be subject to a fee if you had written a check or used a credit card for the same transaction, that Card transaction will be subject to the same fee. Please refer to our Fee Schedule for fees that may be incurred on your Checking Account and for fees for Card-specific services, such as overdraft fees, Card cash advances, Card replacement or draft copies.

13. ATM Safety

Please use caution when using ATMs, especially at night. Do not use ATMs in areas that are poorly lit or where it appears unsafe to do so. Complete your transaction quickly, take your Card and receipt with you, leave the ATM, and count your cash later in the safety of your home or vehicle. If you notice suspicious activity, cancel any transaction that you have in progress. Report all crimes to law enforcement authorities and notify the owner of

the ATM. We do not guarantee the safety of any ATM location. We are not responsible for the acts of persons, other than our authorized agents, respecting your use of ATMs.

14. Lost or Stolen PIN or Card – Your Liability for Unauthorized Use

Tell us at ONCE if you believe your VISA Check Card and/or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your VISA Check Card or PIN 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 Check Card or PIN, and we can prove that we could have stopped someone from using your VISA Check Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the VISA Check Card and /or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

If there is unauthorized use on your consumer VISA® Check Card or in an Interlink transaction, and the transactions take place on the VISA® network, then your liability will be zero (\$0.00) This provision limiting your liability does not apply to either VISA® commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. If you believe your ATM/POS Card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (408) 282-0700 or write to us at 1641 N. First Street, San Jose, California 95112.

This policy applies to U.S. issued cards only, this policy does not apply to commercial cards or ATM transactions or PIN transactions not processed by VISA®. If applicable law lowers these liability limits, your liability limits will be adjusted accordingly to comply with applicable law.

15. How to Notify the Credit Union in the Event of an Unauthorized Transaction

If you believe your VISA check card or pin has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (408) 282-7000 or write us at 1641 N. First Street, San Jose, California 95112. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

16. Credit Union Liability

If we do not complete an EFT on time and in the correct amount according to our Agreement with you, we will be liable for your direct losses or damages. However, there are exceptions.

We will not be liable if:

- A. Through no fault of ours, your Account does not have available money (or overdraft protection if applicable) to complete the transaction.
- B. The money in your Account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
- C. The equipment, such as an ATM, that you used was not working properly and you knew about the breakdown when you started the transaction.
- D. The ATM does not have sufficient cash to complete the transaction.
- E. Circumstances beyond our control, such as fire, flood, telephone line disruption, or computer system failure, prevent completion of the transaction in spite of our reasonable precautions.
- F. Delays in processing and/or payment are caused by third-party software and/or services.
- G. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury).
- H. Your Card or PIN you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM or terminal cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your Card or PIN has been repeatedly entered incorrectly.
- I. The transaction would exceed an unused line of credit limit or other account transaction limits.
- J. Our failure to complete the transaction or the placement of a block on your Account is done to protect the security of your Account and/or the electronic terminal system.
- K. You make an error in keying your deposit at an ATM (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result).
- L. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- M. We establish other lawful exceptions and notify you in writing of them.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your Account, or caused funds from your Account to be transferred to a person or entity which does not comply with your instructions, we will be responsible for returning the improperly transferred funds to your Account and for directing to the proper recipient any previously misdirected payments or transfers.

The forgoing constitutes our entire liability and your exclusive remedy. In no event will we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including loss of profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of any equipment, software, and/or service.

We will carry out your instructions in a reasonable manner, whether your instructions are given to us via ATM, POS terminal, oral, electronic or written authorization of a Card transaction, or other means of giving us instructions to us that may become available in the future. We will not incur liability for carrying out your instructions in a reasonable manner. You agree to indemnify and hold us harmless from all costs, claims, damages, expenses or liability that we sustain as a result of carrying out in a reasonable manner instructions that we receive from you or any authorized user of your Card or Credit Union Accounts.

17. Rules for Use

By using your Card with your PIN at ATMs or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or checking account(s) in accordance with the instructions given at the terminals. All Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

18. Personal Identification Number

We will issue you a Personal Identification Number (PIN). This number should be memorized. After memorizing it, you should destroy it. Your accounts can only be accessed by the use of an access device with the PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

19. Right to Receive Documentation of Transactions

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized. Depending on the amount of the transaction and terminal, you will receive, or you may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

20. Business Days

Our business days are Monday through Friday, excluding holidays.

21. Our Liability for Failure to Make Transfers

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

- A. through no fault of ours, you do not have enough money in your account to make the transaction;
- B. the transaction would go over the credit limit on your credit line;
- C. the terminal where you were making the transaction did not have enough cash;
- D. the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction; e. circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- E. the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- F. your ATM/POS Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- G. your ATM/POS Card or PIN has been reported lost or stolen and we have blocked the account; or
- H. the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

22. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (408) 282-0700 or write us at 1641 N. First Street, San Jose, California 95112 as soon as you can, if you think your statement or receipt is wrong 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 and account number (if any).
2. Describe the error or the 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 of the suspected error.

If you tell us orally, we may require that you send us your dispute or inquiry 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 dispute or inquiry. 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 the error you assert is an unauthorized VISA® transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your dispute or inquiry in writing and we do not receive it within 10 business days, we may not credit 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.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

23. Charges

In order to obtain the electronic services listed, you must open and maintain a share or checking account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

24. Disclosure of Account Information to Third Parties

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

25. Address Change

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

26. Amendments

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of Cards or designated accounts.

27. Termination

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your Card, PIN or Account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Card, PIN or Account; or
- c) you or any authorized user of your Card, PIN or Account request that we do so.

28. Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our right under this Agreement.

29. Additional Benefits/Card Enhancements

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

30. Waiver of Rights

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

31. Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

32. Severability

In any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

33. Who is Bound by this Agreement

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

34. Signatures

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

35. Fees

Fees may be imposed for initiating electronic fund transfers from an electronic terminal which is not operated by the Santa Clara County Federal Credit Union.

- Transfer funds between your share and checking and loan account; and
- Make point-of-sale payments for goods and services to others from your checking account.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

36. Access Cards

All ATM Cards/POS Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/POS Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

37. Overdrafts

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

38. Refusal to Honor Card

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

39. Foreign Transactions

Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is 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, in each instance, plus or minus any adjustment determined by the issuer. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

We charge an International Service Assessment (ISA) Fee for ATM and debit card transactions settled outside the United States. The ISA Fee will be 0.80% of the transaction amount for single currency transactions that do not require a currency conversion, and 1.00% of the transaction amount for multi-currency transactions that require a currency conversion.

Branch & ATM Locations

Almaden Branch*

Almaden Plaza
5353 Almaden Expressway
San Jose, CA 95118

Branch Hours

Monday - Thursday
10 am - 5:30 pm
Friday 10 am - 6 pm
*Saturday 10 am - 2 pm

Campbell Branch*

Kirkwood Plaza
1638 W. Campbell Avenue
Campbell, CA 95008

City Centre Branch

140 E. San Fernando Street
San Jose, CA 95112

East San Jose Branch*

255 N. White Road
San Jose, CA 95127

Gilroy Branch*

6915 Camino Arroyo, Suite 50
Gilroy, CA 95020

West Hedding Branch

70 West Hedding St., Lower Level
San Jose, CA 95110

Branch Hours

Monday - Friday 9 am - 5 pm

Call Center

(408) 282-0700
1 (800) 282-6212

Call Center Hours

Monday - Friday 9 am - 6 pm
Saturday 9:30 am - 2:30 pm

Web Site

www.sccfcu.org

