

I. H. MISSISSIPPI VALLEY CREDIT UNION  
VISA (DEBIT) CARDHOLDER AGREEMENT

This card is issued by IH Mississippi Valley Credit Union (IHMVCU) pursuant to a license from Visa U.S.A. Inc.

The person (“Cardholder”) who signed a Draft Account Agreement for the purpose of establishing a Share Draft Account with I.H. Mississippi Valley Credit Union (“Credit Union”) and whose name is embossed on a VISA DEBIT Share Draft Card (“Card”) issued by I.H. Mississippi Valley Credit Union agrees as follows:

1. That the use of the Card for payments, purchases, or to obtain cash advances with merchants, financial institutions or others who honor the card (“Card withdrawal”) is a request for the withdrawal of shares from the Share Draft Account. Each Card withdrawal by Cardholders or others authorized by Cardholder to use Card may be charged to the Share Draft Account and will be treated as though it were a “Share Draft” for purposes of the Draft Account Agreement except that:

A. The Credit Union may charge withdrawals to the share Draft Account in any order it determines, and if shares are not sufficient to cover all withdrawals, the Credit Union may pay Card withdrawals and dishonor regular share drafts; and

B. The Credit Union cannot honor stop payment requests on Card withdrawals.

2. That all transactions made using the VISA DEBIT card by any person other than yourself shall be considered transactions authorized by you if the user was furnished with or given access to the VISA DEBIT card or pin, whether by you or any other authorized user.

3. That your VISA DEBIT card may not be used for any illegal transactions. This may include online gambling services on the Internet. Internet gambling may be illegal in the jurisdiction in which you, the Cardholder, are located, including locations within the United States. Display of a payment card logo by an online merchant does not mean the Internet gambling transactions are lawful in all jurisdictions in which you may be located. For the protection of our Cardholders, as of January 1st, 2001, the Credit Union will be declining all online gambling transactions.

4. To reimburse the Credit Union immediately for the amount of any share draft or Card Withdrawal that it honors which cannot be paid out of the Share Draft Account (or through an overdraft transfer, as provided for in the Draft Account Agreement).

5. That even though the Share Draft Account may have a balance sufficient to cover a requested Card Withdrawal, the Credit Union is not liable for the refusal or inability of merchants, financial institutions, or others to honor or complete a Card Withdrawal, or for their retention of the Card.

6. That 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 Credit Union, which will credit that amount to the Share Draft Account.

7. When you use your VISA Debit card at a merchant that settles in currency other than US dollars the charge will be converted into US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Effective April 2005, the exchange rate 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 Credit Union.

8. That the Card will remain the property of the Credit Union, and Cardholder will surrender the Card to the Credit Union or its agent at any time upon request. Failure to surrender your cards will result in a card recovery fee of \$75.00, should Cardholder attempt to use the card after receiving proper notice.

9. That Credit Union will not issue a VISA DEBIT Share Draft Card unless Cardholder has established a Share Draft Account and has in effect a current Draft Account Agreement with the Credit Union authorizing withdrawals from Cardholder’s Share Draft Account.

10. That even though the sales, cash advance, credit or other slips which Cardholders may sign when using the Card or account number on the Card may contain different terms, the Draft Agreement as explained by this Agreement is the contract which solely applies to all transactions involving the Card. The Credit Union may amend

these Agreements from time to time by sending Cardholder a written notice. Cardholder’s use of the Card thereafter will indicate agreement to the amendments.

11. Only the VISA Credit Card is eligible for cash rebate programs.

12. Tell us AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call 1(309) 793-6200, 1(800) 722-0333 or 24 Hr Lost/Stolen # 1(800) 234-5354. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction is made with VISA DEBIT card or VISA DEBIT card number without Cardholder permission, and is either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions at ATMs, for transactions that are not VISA or Interlink transactions, or if you were grossly negligent in the handling of your account or card.

If you tell us within two business days, you can lose no more than \$50.00 if someone

used your card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

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.

13. In Case of Errors or Questions About Your Electronic Transfers, telephone us at 1(309) 793-6200 or 1(800) 722-0333 or write us at P O Box 1010, Moline, IL 61266-1010. 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 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 in 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 complaint or question in writing within 5 business days. We will determine whether an error occurred within 5 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 question. If we decide to do this, we will credit your account within 5 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 5 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documentation that we used in our investigation.

14. The business days of the Credit Union are Monday through Friday. The following Holidays are not business days: All federal holidays are excluded from the business day definition.

15. The Credit Union will disclose information to third parties about Cardholder's account or the transfers made by Cardholder where it is necessary for completing transfers or in order to verify the existence and conditions of Cardholder's account for a third party, such as a credit bureau or merchant or in order to comply with a government agency or court orders or if Cardholder gives written permission to Credit Union.

16. That if Credit Union does not complete a transfer to or from Cardholder's account on time or in the correct amount according to the agreement between Credit Union and Cardholder, the Credit Union will be liable for Cardholder's losses or damages. However, there are some exceptions. The Credit Union will not be liable if, through no fault of the Credit Union, the Cardholder does not have enough money in the account to make the transfer or if the transfer would go over the credit limit on the Instant Credit Line loan or if

circumstances beyond the control of the Credit Union (such as fire or flood) prevents the transfer. Despite reasonable precautions taken by the Credit Union, there may be other exceptions stated in the VISA (Debit) Cardholder Agreement and Draft Account Agreement.

17. That monthly statement for the Share Draft account will identify the merchant or financial institution at which Card Withdrawals were made, but sales, cash advance, credit or other slips cannot be returned with the statement. Cardholders will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may charge a \$6.00 fee for each photocopy of slips Cardholders may request.

18. That card replacement fee of \$10.00 per card may be charged to Cardholder Account.

19. Please refer to the Regulation E. Initial Disclosure regarding all PIN initiated transactions which are not processed by VISA.

READ AND RETAIN!

Revised June 2019

# Cardholder Agreement

