

ULTIMATE VISA CHECK CARD DISCLOSURE

SIU Credit Union's VISA Check Card

VISA

Ultimate Check Card Disclosure These rules govern the relationship between SIU Credit Union, Carbondale, Illinois and each person (member) to whom is issued, or who is authorized to use an SIU Credit Union Check Card.

1. DEFINITIONS. The following definitions apply to these rules:
Account means your checking account with SIU Credit Union.
Card means your SIU Credit Union Ultimate Check Card issued by SIU Credit Union and any additional cards or renewals.
We, Us, and Our means SIU Credit Union. You and Your or Member means each person who is a party to the account and who applied for the Card.

2. CARD OWNERSHIP, TERMINATION. The Card remains the property of SIU Credit Union and shall be surrendered by you upon request. SIU Credit Union may terminate your privilege of using the Card and may withhold approval of any transaction at any time.

3. USE OF CARD AND PIN. Your Card may be used to: (a) withdraw cash from your account; (b) make deposits to your account (c) transfer funds between your checking and savings accounts whenever you request; (d) pay for purchases at places that have agreed to accept the Card; and (e) get account balance.

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

The Card and PIN are provided for your use and protection and at all times you will: (1) not disclose the PIN or record it on the Card or otherwise allow it to be available to anyone else; (2) promptly notify the SIU Credit Union of any loss or theft of the Card or PIN; (3) use the Card, the PIN, and any terminal as instructed and for the purpose authorized by issuer, and (4) liable and responsible for the Card and the PIN and for their authorized use in connection with transactions initiated through a terminal.

4. LIMITS ON TRANSFERS. You may withdraw up to \$300 from our ATM terminals each 24-hour period. You may use the Ultimate Check Card to pay for purchases totaling up to the available balance in your account or \$2,500, whichever is less, per 24-hour period. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals.

5. LIMITS ON CHECK CARD TRANSACTIONS. You may use the Card only if the available balance in your account (together with your unused credit line if your account has an overdraft credit line associated with it) will be sufficient to pay the account of the purchases, cash withdrawals and ATM transactions. Any purchase or cash withdrawal may be subject to authorization by us or by a VISA authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your available balance or your applicable credit limit.

6. AUTHORIZATION TO DEBIT OR CREDIT ACCOUNT. Each time your Card is properly used you authorize SIU Credit Union to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and SIU Credit Union is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your account.

7. OVERDRAFTS. If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to SIU Credit Union of the amount of any such overdrafts together with such fees as SIU Credit Union may impose. Also, whenever your account is overdrawn, we have the right to return unpaid any checks or other orders on your account which are presented to SIU Credit Union and to assess a fee for making such returns. If your account has an overdraft line of credit associated with it, the terms and conditions contained in your credit line agreement (or other applicable agreement) will control with respect to overdrafts of your account regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

8. FEES AND CHARGES. Cardholder agrees to pay usual and customary charges which may be established by SIU Credit Union from time to time. There is \$5.00 charge to replace a lost or damaged card. A monthly cardholder fee may be assessed on all cardholder accounts, which will be in addition to the monthly service charge assessed accounts that do not maintain the required minimum balance. A per transaction charge of \$1.50 may be assessed each cardholder who conducts transactions at terminals which are not owned by SIU Credit Union. A \$2 fee will be assessed for PIN changes to your card. There is no charge if transaction is conducted at any SIU Credit Union approved ATM.

9. DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing 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; or (4) if you give us your written permission.

10. ACCOUNT STATEMENTS. Your regular account statement will reflect each purchase and cash withdrawal charged to your account and each credit applied to your account during the monthly account cycle and the related fee, if any. Even if there is no activity, you will receive a statement at least once every three months.

11. TRANSACTION RECEIPTS. You will get a receipt at the time you make any transfers to or from your account using an ATM terminal, or make purchases using your Check Card.

12. RIGHT TO STOP PAYMENT. You are not permitted to stop payment on any purchase or cash withdrawals originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

13. LIMITATIONS IN SIU CREDIT UNION'S RESPONSIBILITIES. The terminals or system containing terminals at which the Card may be used are available for the convenience of You and, except to the extent provided in Section 910 of the Electronic Funds Transfer Act, SIU Credit Union is not liable for the unavailability or failure to operate of all or any part of any System. Except for its own negligence, SIU Credit Union is not liable for any personal injury or tangible property damage suffered or incurred by You by reason or malfunction of any party of any System or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot or act of God or any other cause beyond the control of SIU Credit Union and any other entity which is part of or connected to any System; and SIU Credit Union is not liable for consequential damages.

14. OUR LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to the cardholder rules when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability.

We will not be liable, for instance, if:

- * Through no fault of ours, your account does not contain enough money to make the transfer.
- * The ATM where you are making the transfer does not have enough cash.
- * The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- * Circumstances beyond our control (such as natural disaster, fire, strike, war, riot or act of God) prevent the transfer despite reasonable precautions that we have taken.

15. MEMBER LIABILITY - NOTIFICATION OF UNAUTHORIZED USE. Telephone Us at once at (618) 457-3595 or write Us at the address shown in this Agreement if You believe Your Card, PIN or Access Code have been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your Card, PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card, PIN or Access Code and We can prove that We could have stopped someone from using Your Card, PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your Ultimate VISA Check Card as long as You report the loss or theft of Your Ultimate VISA Check Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Ultimate VISA Check Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Ultimate VISA Check Card.

16. OUR BUSINESS DAYS. Our business days are Monday through Saturday. Holidays are not included.

17. MULTIPLE PARTY ACCOUNTS. Each member who is a party to an account which is a joint account hereby appoints each other member who is a party to such account as Member's attorney with power to appoint one or more agents with power to use the Card to make withdrawals from such account.

18. LIMITATION ON USE OF CARD. You may not: (a) Request any transaction at a terminal if you know or have been informed at the terminal, or by a clerk, that the terminal is malfunctioning or not operating. (b) Attempt any transaction without the use of a Card and insertion of your correct Personal Identification Number. (c) Attempt to initiate any transaction in connection with an account which has been closed by you or SIU Credit Union, or which is subject to legal process or other encumbrance. (d) Request (1) a withdrawal or transfer of funds from an account if the withdrawal or transfer would overdraw the account or, if the account has an established overdraft protection line of credit, if cannot exceed the credit limit of that line; (2) a withdrawal or transfer in an amount in excess of

any dollar limitation imposed by the terminal operator; or (3) a withdrawal which exceeds limits as established and disclosed by SIU Credit Union. (e) Deposit funds to an account (1) by means of anything other than transfer from another account, cash or a completed negotiable instrument payable in U.S. dollars, dated within six months prior to the date of attempted deposit, drawn by or properly endorsed by you and the amount of which does not violate any restriction on the instrument; or (2) in an amount in excess of any limitation imposed by the terminal operator. (f) Obtain authorization of a check or draft which is (1) drawn by or payable to the order of someone other than you; (2) not endorsed by you (unless payable to a merchant); (3) not payable in U.S. dollars; (4) dated more than six months prior to the date of the transaction; (5) in violation of any stated restriction on the check or draft (for example, not valid after 30 days); or (6) for an amount which exceeds the limits established and disclosed by SIU Credit Union. Neither SIU Credit Union nor terminal owner is liable to you if the transaction is not completed and you have violated any of these rules.

19. REFUNDS ON PURCHASE. Cash refunds will not be made to you on purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit which we will apply as a credit to your account. Unless your use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your card must be handled by you directly with the merchant or other business establishment which accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

20. FOREIGN TRANSACTIONS. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) 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 (b) 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.

21. OTHER AGREEMENTS. All terms, conditions, and agreements which govern your account (whether set forth in your account rules, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently.

22. REFUSAL TO HONOR CARD. We are not responsible if a particular VISA plan merchant or financial institution refuses to honor the Card.

23. AGREEMENT TO COMPLY WITH RULES. Your retention of, signature on, or use of the card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Illinois.

24. YOUR RIGHTS IF YOU THINK THERE IS AN ERROR ON YOUR STATEMENT. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS telephone us at (618) 457-3595, and write us at P.O. Box 2888, Carbondale, Illinois 62902-2888, as soon as you can. You must contact us only at this telephone number and address about your errors or questions. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error of 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.
4. It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information. If you tell us orally, we will require that you send us your complaint or question in writing, at the address provided above, to be received by us within 10 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 question. If it is necessary to do this, we will provisionally 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, however, you have told us orally about your question or complaint and we did not receive your written confirmation within 10 business days of your oral report (after we asked you for it), we will not provisionally 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 documents that we used in our investigation. For point of sale transfers and foreign initiated electronic fund transfers we may take 20 business days, after you notify us, to report the results of our investigation, or alternately credit your account. We will then have 90 days to resolve the error.

25. PLAN MERCHANT DISPUTES. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state within 100 miles of your home. Any other dispute you must resolve with the plan merchant.

26. AMENDMENTS. From time to time we may amend the above terms and conditions. We will give you reasonable notice in writing before the amendment becomes effective if the amendment will result in increased fees or liability to you or stricter limitations on the transfers you may make. If, however, an immediate change in the terms and conditions without such prior notice. We may also close this account at any time upon reasonable notice to you and tender the account balance personally or by mail.

*You may contact the credit union for authorization of purchase totaling more than \$2,500.

