

**Eagle Louisiana Federal Credit Union
VISA® DEBIT CARD AGREEMENT**

NOTICE: See the section on important information regarding your rights to dispute billing errors.

In this Agreement the words “you and your” mean each and all of those who sign the application. Debit Card means an Eagle VISA Debit Card. Credit Union means Eagle Louisiana Federal Credit Union whose name appears in the Agreement.

1. Using the Account If you are approved for a checking account, the Credit Union will issue a VISA Debit Card. Funds to cover your purchases will be deducted from your checking account. If the balance in your account at the time the transaction is posted is not sufficient to pay the transaction amount, you will be charged a fee. The Credit Union has no obligation to honor a transaction in excess of the balance. There is no established line of credit. The Credit Union has the right to terminate this checking account and/or VISA Debit Card at any time. If you have overdraft protection from your VISA Credit Card account and funds are advanced to cover VISA Debit Card transactions, the terms and conditions previously disclosed with the VISA Credit Card Agreement will govern the VISA Credit Card transactions. If any overdrafts or other indebtedness are not paid promptly, the Credit Union may collect the amount owed plus collection expenses including attorney’s fees of 25% of the amount owed (but in no event less than \$50), court costs, and other lawful charges incurred.

2. Using the VISA Debit Card You may use the Visa Debit Card issued to you to make purchases in person, by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash withdrawals from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs) such as VISA ATM Network that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to access the ATM. Use of your PIN with your debit card serves the purpose of your signature for each transaction.

You will choose your Personal Identification Number (PIN) at the time you activate your debit card. You should memorize this number. The Credit Union will not keep this information on file. Any PIN issued to you is confidential and should not be disclosed or recorded in any manner. If willingly disclosed or visually recorded such PIN authority shall continue until you specifically revoke such authority by calling and changing your PIN. ATM transactions are limited to \$505.00 per day.

Also, you may use the VISA Debit Card at point of sale terminals (POS) that display the VISA logo. Choose the credit function and enter the transaction amount. You will sign the receipt or enter your PIN at the time you make a transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction(s) with participating merchants. Your signature will be required when processed as a “credit” transaction. Your PIN will be required for a “debit” transaction. Keep the receipts produced for your records.

Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. Restricted transactions (i.e., unlawful Internet transactions) are prohibited from being processed through Credit Union accounts.

3. Responsibility Prior to any use of your VISA Debit Card(s) you (each cardholder) agree to sign the back of the VISA Debit Card(s) in the space provided for authorized signatures. Any use of your VISA Debit Card(s) confirms your acceptance of the terms and conditions of this agreement. You may submit written request to the Credit Union to have VISA Debit Cards issued for additional cardholders on your account and you would be fully responsible for the payment of any debt incurred by you or anyone you authorized to use your Debit Card.

You agree that all transactions that you initiate by use of the VISA Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. You agree to repay according to the terms of this Agreement all transactions you initiate by use of the Visa Debit Card.

4. Other Charges The following other charges will be added to your account, as applicable:

- a) Annual Fee - \$0.00
- b) Transaction Fee - \$0.00
- c) VISA Debit Card Replacement Fee - \$5.00 for the VISA Debit Card and \$1.00 for a PIN reissue
- d) Duplicate Statement - \$2.00
- e) Copy of Merchant Sales Slip - \$2.00
- f) VISA Debit Card Retrieval Fee - \$65.00 when card is demanded and unwillingly surrendered.
- g) NSF/Overdraft Fee - \$28.00
- h) Foreign Currency Conversion Fee - 1.25% of purchase

5. Liability for Unauthorized Use Tell us at once if you believe your VISA Debit Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You will not be liable for unauthorized use that occurs when you notify the Credit Union, orally or in writing of the loss as soon as possible.

If there is an unauthorized use of your VISA Debit Card you will be given provisional credit within five (5) business days.

Notify Us in Case of Errors or Questions about Your Statement

If you have an error on your statement, or if you need more information about a transaction, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. If not timely notified, you may not get back any money you lost if we can prove that we could have stopped someone from taking money if you told us in time. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number

The dollar amount of the suspected error

Describe the error and explain if you can why you believe there is an error. If you need more information, describe the item you are not sure about, or why you need more information. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Your Rights and Our Responsibilities after We Receive Your Written Notice

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 (90 days if the transfer involved a point of sale transaction or a foreign initiated transfer) to investigate your complaint or questions. 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 questions 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 document that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

Eagle Louisiana Federal Credit Union

P.O. Box 64630, Baton Rouge, LA 70896

Phone: (225) 927-1900 or (888) 281-8485 Fax: (225) 927-1960

BUSINESS DAYS:

Monday through Friday with the exception of declared holidays

8:30 a.m. – 4:30 p.m.

6. Lost Card Notification If you believe your VISA Debit Card/PIN has been lost or stolen, immediately inform the Credit Union by calling 1-225-927-1900 during business hours, 8:30 a.m. to 4:30 p.m. Monday - Friday excluding legal holidays or call 1-800-682-6075 anytime 24 hours daily including weekends, holidays and after hours or report online at www.reportmycards.com

7. Changing or Terminating Your Account The Credit Union may change the terms of this Agreement from time to time after giving you advance notice as required by law. Your use of the VISA Debit Card after receiving notice of a change will indicate your agreement to the change.

The Credit Union or you may terminate this Agreement at any time. The Visa Debit Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all

Visa Debit Cards upon request or upon termination of this Agreement whether by you or the Credit Union. We may also program our computer not to accept your card or PIN. The VISA Debit Card may be repossessed at any time at our sole discretion without demand or notice. If we are forced to demand the return of your VISA Debit Card and you do not immediately surrender the VISA Debit Card, you will be assessed a card retrieval fee of \$65.00. You cannot transfer your VISA Debit Card or Account to another person.

8. Credit Information You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to the credit bureaus and creditors who inquire about your credit standing.

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

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

9. Returns and Adjustments Merchants and others who honor the VISA Debit Card may give credit for returns or adjustments. You agree to accept a credit to your account in lieu of a cash refund.

Neither we nor merchants authorized to honor the VISA Debit Card will be responsible for the failure or refusal to honor the VISA Debit Card or any other device we supply to you.

10. Foreign Transactions Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc. "A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable for the 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."

11. Merchant Disputes The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the VISA Debit 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. After every effort to resolve the dispute through the process has been exhausted and the merchant refused to accept, we reserve the right to pass the charge back on to your account so that you may further attempt to settle the dispute.

12. Effect of Agreement This Agreement is the contract which applies to all transactions on your account even though the sales, withdrawals, or credit slips you sign or receive may contain different terms.

13. No Waiver The Credit Union can delay enforcing any of its rights any number of times without losing them.

14. Rights to Receive Documentation We will send you a monthly statement. Statements and notices will be mailed to you at the most recent address you have recorded with the Credit Union. Notice sent to any one of you will be considered notice to all. Receipts are produced at the time you make any transaction involving your account using an ATM, POS terminal, or VISA Debit Card transaction with a participating merchant except inquires and small transactions under \$10 where allowed by law.

15. Security Interest The Credit Union does not have and will not retain any lien privilege or security interest (of any type) in any goods or services purchased through the use of the VISA Debit Card.

Notwithstanding any other Agreement between the Credit Union and you, whether made previously or to be made in the future, it is specifically agreed that the Credit Union does not

obtain security interest in your principal dwelling (residence) for the indebtedness arising from the use of this Visa Debit Card unless a specific amendment to this agreement is made to authorize the Credit Union to specifically obtain such a security interest in your principal dwelling or unless the Credit Union obtains a money judgment against you and records it in the public records of the parish where your residence is located.

Each cardholder hereby pledges all shares now owned or hereafter acquired by cardholder in the Credit Union and all funds on deposit with the Credit Union and all additions and/or substitutions therefore including those monies, negotiable instruments, commercial paper, notes, credits, claims which may now or hereafter be in transit to or from the Credit Union or that may now or hereafter be held by or left in possession or under the control of the Credit Union for any purpose whatsoever which pledged property and pledge is given to secure the entire outstanding balance of this account. It is specifically agreed that if any card holder defaults in any of his or her obligations hereunder or has made any misstatement or false statement connection with the application for his/her VISA Debit Card, then each undersigned cardholder hereby irrevocably authorizes the Credit Union to sell, assign, transfer and effectively deliver any or all of the pledged property, share accounts or funds on deposit at a public or private sale at such time or times as the Credit Union may in its sole discretion elect without recourse to judicial proceeding and without demand for payment, appraisal, advertisement or notice of any kind all of which each undersigned cardholder hereby waives. At any such sale, the Credit Union itself may purchase any or all of the pledged items and may become the absolute owner of these items through purchase, free from any right of redemption which is hereby waived and released. Should any cardholder default in any of his or her obligations there under, the Credit Union may further directly apply any funds in any member share account or otherwise on deposit with the Credit Union directly to the defaulted obligation without demand for payment, notice or otherwise, or the Credit Union may freeze said funds until the defaulted obligation is cured and paid, all the Credit Union's sole discretion and election.

16. PIN-less Debit Card Transactions Your Visa Debit Card allows you to conduct transactions on the PULSE® and Cirrus® debit networks, which generally allow you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment with the biller (Possible via telephone, internet, kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified, using known information derived for an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your agreement with us relating to Visa Debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's Zero Liability Program) and the streamlined error resolution procedure are not applicable.

Visa rules generally defined PIN-Debit network as a non-Visa debit network that typically authenticates transactions by use of a Personal Identification Numbers (PIN), but that is generally known for having a card program.

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