

transacted through an ATM or POS terminal will be recorded on your monthly Periodic Statement. The account balance shown on your statement may not include all transactions made with your Card during the last statement period. These outstanding transactions will be shown on your following statement. However, when we calculate your available balance we will always include all outstanding transactions. Unless you notify us of a billing error as described below, you accept your periodic statements as accurate statements of your account with us.

**b. Transaction Receipts.** You will get a receipt or at least have an option to receive a receipt at the time you make a transaction at an ATM. All payments and deposits are subject to the terms and conditions of your Membership and Account Agreement with us. You will normally get a receipt when you purchase goods or services at merchants that accept debit cards; however, merchants are no longer required to make a receipt available for card purchases of \$15 or less.

**c. Address Change.** You agree to keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. All written notices and statements from us to you will be sent to your address as it appears on our records.

**8. IN CASE OF ERRORS OR INQUIRIES.** Telephone us at 408 543-5202 or 866 543-5202 or write us at P.O. Box 3643, Sunnyvale, California 94088- 3643, if you think your monthly account statement or transaction record is wrong or if you need more information about a transaction listed on your statement or transaction record. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared.

- Tell us your name and account number.

- 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.

- 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days for ATM Card, (five (5) business days for Visa Debit Card purchase transactions) 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 ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If you dispute a transaction and it is later determined that you actually made the transaction (e.g. ATM photograph, fingerprint, electronic or mechanical confirmation) or if you decide not to pursue reimbursement for a transaction that you previously disputed, you may be charged for all fees associated with the research of your claim.

**9. CREDIT UNION OBLIGATIONS.** The Credit Union will provide you a monthly account statement. The Credit Union will be liable for

making transfers to or from your account as directed by you if you followed the correct procedures for such transactions. However, there are some exceptions we will not be liable for:

- If your account does not contain enough money to make the transfer;
- If your account is frozen because of a court order or similar reason;
- If your account is frozen because of a delinquent loan;
- If the ATM or POS terminal is not working properly and you were aware of the breakdown;
- If the ATM where you are making the transfer does not have enough cash;
- If your Card or PIN has been reported lost or stolen and we have blocked the account;
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account;
- If circumstances beyond our control such as flood, fire, or power failure prevent the transaction; and
- Where our liability is otherwise limited by regulation or agreement.

**10. PRIVACY.** We may disclose information to third parties about your account or the transactions you perform:

- Where it is necessary or helpful in completing transactions;
- To verify the existence and condition of your account for a third party, such as a credit bureau, merchant, or another member of an affiliated ATM network;
- To comply with the law or government agency or court orders; or
- If you give us your permission.

**11. AMENDMENT.** We may change this Agreement by mailing or delivering a written notice of change to your address at least twenty-one (21) days before the effective date of the change.

**12. TERMINATION.** We may terminate or suspend your ATM or Visa Debit Card privileges under this Agreement, at any time, in our sole discretion, without demand or notice. You must notify us in writing if you decide to terminate this Agreement. If you terminate this Agreement or if we terminate or suspend your ATM or Visa Debit Card privileges, the provisions of the Agreement and your liability hereunder shall otherwise remain in full force and effect until all Cards issued to you have been canceled and/or returned to us and you have paid us all sums due us.

**13. ENFORCEMENT.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement, including repayment of any withdrawals which create a negative balance on any of your accounts. You agree that the Credit Union has a security interest in your present and future shares. You authorize the Credit Union to deduct any such liability, loss or expense from or exercise its security interest in your account without prior notice to you. In the event any party brings legal action to enforce this Agreement or collect any overdrawn funds on accounts assessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**14. ATM SAFETY NOTICE.**

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.

• Consider having someone accompany you when an ATM or night deposit facility is used after dark.

• If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.

• Refrain from displaying your cash at an ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet.

• Count the cash later in the safety of your car or home.

• If you notice anything suspicious at an ATM or night deposit facility, consider using another ATM or night deposit facility or come back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.

• If you are followed after making a transaction, go to the nearest public area where people are located.

• Do not write your Personal Identification Number (PIN) or code on your card.

• Report all crimes to law enforcement officials immediately.

#### STAR ONE CREDIT UNION

##### Sunnyvale

1080 Enterprise Way, Suite 150  
Sunnyvale, CA 94089  
Enterprise Way & 11th Ave.

##### Cupertino

10991 North DeAnza Blvd.  
Cupertino, CA 95014  
DeAnza Blvd. & Homestead Road

##### San Jose

1090 Blossom Hill Road  
San Jose, CA 95123  
Blossom Hill Road & Almaden Expwy

##### San Jose

3136 Stevens Creek Blvd.  
San Jose, CA 95117  
Stevens Creek Blvd. & S. Winchester Blvd.

##### Palo Alto

3903 El Camino Real  
Palo Alto, CA 94306  
El Camino Real & Ventura Ave.

##### Saratoga

14411 Big Basin Way  
Saratoga, CA 95070  
Big Basin Way and Saratoga Ave.

##### Administration Building

1306 Bordeaux Dr  
Sunnyvale, CA 94089

##### Mailing Address

Star One Credit Union  
P.O. Box 3643  
Sunnyvale, CA 94088-3643

##### Phone Numbers

866-543-5202  
408-543-5202

##### Web Address

www.starone.org

STR-VISA (02/2017)



# ATM & Visa Debit Card Agreement

02/2017

## Star One Credit Union

ATM & Visa Debit Card Agreement

This ATM and Visa Debit Card Agreement (Agreement) covers your ATM or Visa Debit Card (Card) issued by Star One Credit Union (Credit Union). In this Agreement, the words “you”, “your”, and “yours” include any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words “we”, “us”, and “our” mean Star One Credit Union.

If you sign an application for a Card or sign or use any Card(s) issued, or allow others to use your Card, you will have accepted this Agreement just as if you signed it and you jointly and severally, will be bound by the following terms and conditions. The Card must be signed in order to be valid.

**1. ACCOUNT ACCESS & CARD TRANSACTIONS.** You may use your ATM or Visa Debit Card together with your personal identification number (PIN) to conduct transactions at automated teller machines (ATM) owned by the Credit Union, ATMs in the PLUS® and CO-OP network, and other such machines (Network ATM) or facilities that we may designate. You may use your Card to make purchases at POS (Point of Sale) merchants (e.g. INTERLINK®, PLUS®).

**a. ATM Transactions.** If you are using your Card at a Credit Union owned ATM or an ATM of another financial institution to:

- Withdraw cash from your savings or checking accounts up to a maximum of \$500 in any one day;
- Obtain account balance(s) on your savings or checking account;
- Make deposits to your savings or checking accounts only at Credit Union ATMs and designated Network ATMs or facilities.

The availability of funds from ATM deposits is set forth on our Funds Availability Policy.

**b. ATM Card Purchases.** A checking account is required when using an ATM card for purchases. If you are using your card at a POS Terminal, you may use your card to: Purchase goods or services at Interlink®, PLUS® or any other POS Network we may designate and request cash back from your checking account up to a combined total (purchase plus cash back) of \$500 in any one day. You may be assessed a service charge by the POS merchant for each transaction. The amount of this service charge must be posted at each POS terminal participating in the POS Network and will be included in the total transaction posted to your account statement. Individual merchants may limit the amount of cash back by policy, cash availability, or require you to make a purchase. The total maximum cash withdrawal and purchase amount is \$1000 per day from all sources combined.

**c. Visa Debit Card Purchases.** You may use your Visa Debit Card to obtain cash at financial institutions that accept cards with the VISA® logo. Cash includes purchases of money orders, cashier’s checks or other similar instruments. You may purchase goods and services (Purchase Transactions) at retail locations that accept debit cards and participate in the INTERLINK® or PLUS® Point of Sale networks, and other such POS networks (Network POS) that we may designate or at retail locations that accept cards with the VISA® logo.

When you use your Visa Debit Card at merchants displaying the VISA® logo, you are making withdrawals from your checking account. You may be asked to sign a sales slip, withdrawal slip or other document when you use your Visa Debit Card at financial institutions or retail locations that accept cards with the VISA® logo. Using your Visa Debit Card will be similar to writing a check against your account. Your Visa Debit Card is not a credit card. You may not stop payment on a transaction. You agree that we are not responsible for any damage or liability that results if a merchant misrepresents the quality, price or warranty of goods or services you pay for by using your Card.

You may use your Visa Debit Card or Card number to pay for goods and services from merchants that accept cards with the VISA® logo for up to a maximum of \$3,000 in any one day. You may use your Card to purchase goods or services at a POS merchant and request cash back from your checking account up to a combined total (purchase plus cash back) of \$3,000 in any one day.

**d. Foreign Transactions.**

**i. ATM or Visa Debit Card ATM Cash Withdrawal Outside the US.**

You may use your ATM or Visa Debit Card and PIN outside the United States to make ATM cash withdrawals. Some ATMs outside the United States do not specify the type of account from which cash withdrawals are made. If you have a checking account designated for Network ATM access, most often the amount of the cash withdrawal will be deducted from that account. In addition, some ATMs outside the United States do not accept PINs of more than four digits or PINs containing letters instead of numbers. You may try to use only the first four digits of your PIN, otherwise contact us for instructions. If you use your Card to withdraw foreign currency from an ATM, your account may be charged for the U.S. dollar equivalent of the transaction. The financial institution at which you conduct the transaction, or the network to which the ATM belongs, determines the exchange rate and calculates the U.S. dollar equivalent. The financial institution or network may also charge a fee.

**ii. Visa Debit Card Purchases Outside the US**

You may use your Visa Debit Card to obtain cash at financial institutions outside the US that accept cards with the VISA® logo. Cash includes purchases of money orders, cashier’s checks or other similar instruments. You may purchase goods and services (Purchase Transactions) at retail locations that accept debit cards and participate in the PLUS® Point of Sale networks, and other such POS networks (Network POS) that we may designate or at retail locations that accept cards with the VISA® logo. When you use your Visa Debit Card at foreign merchants displaying the VISA® logo, you are making withdrawals from your checking account. You may be asked to sign a sales slip, withdrawal slip or other document when you use your Visa Debit Card at financial institutions or retail locations that accept cards with the VISA® logo.

**e. Daily Limits For Card Transactions**

Card Type	Cash	POS (Point of Sale) Purchase	Combined	Foreign* Transactions
Visa Debit	\$500	\$3000	\$3500	ATM Cash, Other Cash, and Purchases
ATM	\$500	\$500	\$1000	ATM Cash Only, NO purchase

\*excluding US territories, US consular facilities, and US military bases in other countries.

**f. Electronic Check Transactions.** You authorize us to honor any electronic check transaction and any re-presented check fee debit transaction you authorize (“electronic check transaction”) You agree that your authorization or an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in the Liability for Unauthorized Use section. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**g. Overdraft Coverage** We may honor overdrafts to your checking account if you expressly opt-in to Courtesy Pay Overdraft Coverage. Funds to cover your VISA Debit Card POS & ATM transactions and

such transactions will be deducted from your designated overdraft account/loan.

**2. CARD FEES**

- a. Star One Credit Union ATMs**  
All transactions No Charge
- b. Network ATM Fees\***  
First twenty (20) cash withdrawals per calendar month No Charge  
Twenty-first (21) and subsequent cash withdrawals per calendar month \$1.00 ea.  
All ATM withdrawal fees waived for qualifying accounts  
Deposits at CO-OP ATMs No Charge
- c. Network POS\*** Point of Sale Purchases No Charge  
\*Additional fees may be imposed by the machine owner; these fees should be disclosed at the machine.

**d. ATM Surcharge Fees.** If you use your Card at an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

**e. Research and Copying Charge.** If you ask us to examine your account or provide copies of documents, except in resolution of a billing error, we may charge you \$3.00 for each statement copy and a \$28.00 charge per hour may be imposed for the time we spend to research your account.

**f. Overdraft Charge.** A \$15.00 charge may be imposed for each Check Card transaction that overdraws your account.

**g. Currency Conversion.** Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by VISA® for the processing cycle in which the transaction is processed. The currency conversion rate used by VISA® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate.

**h. Replacement Card Fee.** If you request a replacement card, you agree the 1st request per year is free and all subsequent requests are \$5.

**i. Other Service Changes.** You may be assessed a service charge by a financial institution for obtaining cash and purchasing of money orders, cashier’s checks or other similar instruments. The amount of this service charge must be disclosed by the financial institution or posted at each POS terminal participating in the POS Network and will be included in the total transaction posted to your account statement. Individual merchants may limit the amount of cash back by policy, cash availability, or require you to make a purchase. These service charges will be in addition to any other fee we may impose on your account.

For additional Credit Union fees, please refer to the Membership Account Agreement and Rate and Fee Schedule.

**3. BUSINESS DAYS.** For purposes of this Agreement, our business days are Monday through Saturday, except holidays.

**4. USE OF CARD & ACCOUNT**

**a. Ownership of Cards.** Any Card that supply to you is our property and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card. The Card may be repossessed, at any time, at our sole discretion, without any demand or notice.

**b. Honoring The Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card.

**c. Illegal Or Unlawful Transactions:** You agree that you will not use the Card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that Star One Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any persons you authorize to use your Card. 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.

**d. Phone Calls.** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**5. SECURITY OF CARD & PIN.** You are responsible for all transactions you authorize using your Card under this Agreement. If you permit other persons to use your Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. The Personal Identification Number (PIN) issued to you is for your security. The PIN is confidential and you are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your Card or PIN available to anyone. You must sign your Card immediately upon receipt. For security reasons, please do not write your PIN on your Card or keep it in the same location as your Card. If you authorize anyone to use your Card, Card Number or PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your account services immediately.

**6. LIABILITY FOR UNAUTHORIZED USE.** If you notify us of the loss, theft, or unauthorized use of your Card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed through VISA® provided you promptly notify us and you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the liability limits set forth below will apply. For ATM or PIN transactions not processed through VISA®, you can lose no more than \$50 if someone accessed your account without your permission.

If you don’t tell us within two (2) business days after you learn of the unauthorized use, and we can prove that we could have stopped someone from accessing your account 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 sixty (60) days after the statement was mailed to you, you may be liable for amounts from unauthorized use occurring after sixty (60) days of the mailing date and before your notice, if we can prove that we could have stopped someone from making transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the periods. You agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of your Card, Account Number or PIN and to comply with such procedures as we may require in connection with our investigation. You agree to notify us immediately, orally or in writing at Star One Credit Union, P.O. Box 3643, Sunnyvale, California 94088-3643, telephone 408 543-5202 or 866 543-5202 of the loss, theft, or unauthorized use of your Card or other device which we supply to you.

**7. DOCUMENTATION**

**a. Account Statement Transfers,** withdrawals, and purchases