

Visa Health Savings Debit Card Agreement and Disclosure



VyStar[®]
Credit Union

P.O. Box 45085
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VYSTAR CREDIT UNION

VISA HEALTH SAVINGS DEBIT CARD AGREEMENT AND DISCLOSURE

This Visa Health Savings Debit Card Agreement ("agreement") is the contract which covers your and our rights and responsibilities concerning the debit card services offered to you by VyStar Credit Union ("credit union"). In this agreement, the word "you" refers to who signs the application or account card as an applicant. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more savings accounts you have with the credit union. The word "card" means the debit card and any duplicate, renewal or substitute we issue to you. Debit card transactions are electronically initiated transfers of money from your account through the debit card services described below. By signing an application or account card for debit card service, signing your card, or using any service, you agree to the terms and conditions in this agreement and any amendments for the debit card services offered.

1. VISA HEALTH SAVINGS DEBIT CARD — If approved, you may use your Card to make signature-based purchases for qualifying IRS medical expenses. The IRS defines qualified medical expenses to include doctor's visits; hospital, dental and vision care, prescription drugs and over-the-counter medications; and co-payments, deductibles and co-insurance. You may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for qualifying IRS medical expenses over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your Health Savings Account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and transfer funds from approved overdraft protection accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union, which may be applied to reoccurring debits or transfers of funds from approved overdraft protection accounts. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, other networks indicated on the back of your card and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Order qualified medical expenses from places that accept Visa.

To access the limitations on the frequency and amount of Visa Health Savings Debit Card transactions visit the disclosure section on our website at www.vystarcu.org.

- **VISA Account Updater (VAU)** — VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to

facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have authorized processing of a recurring payment or payments. Because not all merchants subscribe to VAU, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. This service is provided as a free benefit to you. If at any time you wish to opt-out of VAU or if you have any questions, please contact the Credit Union at (866) 897-8272.

2. CONDITIONS OF VISA HEALTH SAVINGS DEBIT CARD SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange 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.

3. FEES AND CHARGES — There are certain fees and charges for debit card services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

For Security Purposes, there are other limits on frequency and dollar amount of daily withdrawals, deposits, point-of-sale (POS), payments, or transfers. All limits are subject to change.

4. MEMBER LIABILITY — 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. You could lose all the money in your account. If a transaction was made with your card or card number without your permission, and is a Visa transaction, you will have no liability for the transaction, unless you are negligent in the handling of your card. If a transaction was made without your permission and is not a Visa transaction or if you are negligent in the handling of your card, your liability is determined as follows.

If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card without your permission. If you do NOT tell us within two (2) 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.

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 not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the 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 time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

1-866-897-8272

or write to:

VyStar Credit Union
Attn: Electronic Payments and Card Services
P.O. Box 45085
Jacksonville, FL 32232-5085

5. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Withdrawals made through any debit card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

6. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

7. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- For preauthorized transfers, if through no fault of the credit union, the payment information for a preauthorized transfer is not received.
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy.
- If you used your card in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.

- If the electronic transfer is not completed as a result of your willful or negligent use of your card, or any EFT facility for making such transfers.
- Any other exceptions as established by the credit union.

9. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

10. BILLING ERRORS — In case of errors or questions about electronic funds transfers from your Health Savings Account or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(904) 908-2329
1-866-897-8272

or write to:

VyStar Credit Union
Attn: Electronic Payments and Card Services
P.O. Box 45085
Jacksonville , FL 32232-5085

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made 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 determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

11. TERMINATION OF EFT SERVICES — You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. Whether you or the credit union terminates this agreement, the termination shall not affect your obligation under this agreement for any EFTs made prior to termination.

We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transactions instructions. We may also program our computer not to accept your Card for any EFT service. Whether you or the credit union terminates this agreement, the terminations shall not affect your obligations under this agreement for any EFTs made prior to termination, your right to participate in the transactions described in this agreement will also be terminated if the Card Account is cancelled for any reason or the Card Account is not in good standing. We reserve the right to deny authorization for any requested transaction for any other reason. If you close your account you agree to notify us first and to stop initiating transactions.

12. GOVERNING LAW — This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

13. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

