



VISA CHECK CARD

If you're looking for a faster and easier way to make purchases, the VISA check card is your answer!

This card looks like a credit card, but works like a check. And with the VISA name, the card is accepted worldwide!

The VISA check card can be used just about anywhere that VISA is accepted – retail shops, gas stations, grocery stores, restaurants, and much more. The easiest way to use your card is to press “credit” and simply sign the slip.

You can also use your VISA check card at ATMs to get cash. In this case, you will need to press debit and enter your personal identification number.

Once your transaction clears throughout the network, the funds are debited from your share draft (checking) account. To help keep track of your purchases, each transaction you make will appear on your monthly statement.

12) Governing Law. This Agreement is governed by the Bylaws of Sabine Federal Credit Union, federal laws and regulations, the laws and regulations of the State of Texas 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. In the event either party brings a legal action to enforce the Agreement or collects any overdrawn funds on accounts accessed 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. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the credit union is located, if allowed by applicable law.

14) Safety Precautions. The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you to the ATM or night deposit facility if 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 the transaction.
- Refrain from displaying your cash at the 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 the ATM or night deposit facility, consider using another ATM or night deposit facility or coming 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 or code on your card.
- Report all crimes to law enforcement officials immediately.

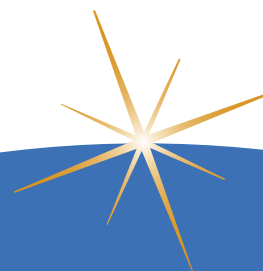


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PROUD OF OUR PAST
COMMITTED TO OUR FUTURE



AMERICA'S
CREDIT UNIONS™



Sabine Federal Credit Union



VISA CHECK CARD AGREEMENT



CHECK CARD APPLICATION

(for qualified members only – please print clearly)

Name _____ Social Security Number _____

Joint Owner's Name _____ Social Security Number _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Daytime Phone _____

Account Number _____ Date of Birth _____

Do you have an ATM card on this account? If so, how many? _____

I request that a second card be issued to my joint owner (joint owner's signature below required).

I/we agree to apply and request issuance of a Sabine Federal Credit Union VISA check card together with a personal identification number to be used to access my share or share draft account funds in the Credit Union. Upon approval, I/we will understand that the card and PIN will be mailed to the address listed on my/our account. In signing the application, I/we agree: 1) that the use of the card shall be governed by the terms, conditions and disclosures contained in the check card agreement and acknowledge receipt of that agreement. I/we confirm that I/we have read the agreement and fully understand all of its terms, conditions, and disclosures; 2) the Credit Union is authorized to investigate my/our credit file. By signing below, I/we certify that the information on this application is accurate.

Member's Signature _____ Date _____

Joint Owner's Signature _____ Date _____

FOR OFFICE USE ONLY

Card Number _____

Expiration Date _____ Date Ordered _____

No. of Cards Issued _____ Employee Initials _____

NSF/TC Records _____ FiServ _____

This Check Card Agreement is the contract which covers you and our rights and responsibilities concerning the Check Card services offered to you by Sabine Federal Credit Union. In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us" and "our" mean the credit union. The word "account" means any one or more share and share draft accounts you have with the credit union. The word "card" means the Check Card and any duplicates, renewals or substitutes we issue to you. Check Card transactions are electronically initiated transfers of money from your account through the Check Card services described. By signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the Check Card services offered. If approved, you may conduct any one or more of the Check Card services offered by Sabine Federal Credit Union.

1) VISA Check Card. You may use your card to purchase goods and services anywhere your card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from another account or loan account, we may not pay the amount and 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 (if applicable), applicable networks and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make withdrawals from your share or share draft account.
- Transfer funds between your share and share draft accounts whenever you request.
- Make POS (Point-of-Sale) transactions from your share draft account with your card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.
- Inquire on balances of your share or share draft accounts.

You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against us for your illegal use of your Card or PIN and agree to indemnify and hold us and VISA International harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

The following limitation on the frequency and amount of VISA Check Card transactions may apply:

- Purchase amounts are limited to the amount in your account.
- Limited to \$500 cash withdrawals from ATMs per day.
- Limited to 20 POS transactions per day.

2) Conditions of VISA Check Card Services.

- 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 other 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.
- 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.
- Security of Access Code. You may use your access code with your VISA Check Card. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw and transfer funds from any of your accounts. If you fail to maintain the security of this access code and the credit union suffers a loss, we may terminate your VISA Check Card services immediately.
- Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this

Agreement and, alone and together, shall be responsible for all VISA Check Card transactions to or from any share and share draft or loan accounts as provided in the Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners and the credit union may accept orders and instructions regarding any VISA Check Card transaction on any account from any joint account owner.

3) Fees and Charges. There are certain fees and charges for VISA Check Card services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. The following fees and charges will be deducted from your share draft account as applicable:

- We do not charge for any Check Card purchases at the present time.
- We do not charge for any ATM withdrawals at the present time.
- We do not charge for any POS transactions at the present time.
- Replacement card fee of \$5.
- PIN replacement fee of \$2
- Non-sufficient funds fee of \$25.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transaction and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be 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; and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions.

4) Member Liability. Tell us at once if you believe your card or any access code 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 you tell us within two business days, you can lose not more than \$50 if someone uses 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 that 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 60 days after the statement was mailed to you, you may not get back any money lost after the 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 409.886.3647 or write to Sabine Federal Credit Union, Attn: Accounting Department, P.O. Box 3000, Orange, Texas 77631-3000.

An additional limit on your liability for unauthorized transactions may apply. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card. However, this additional limit on liability does not apply to ATM transactions, to transactions which are not processed by VISA, or to commercial cards.

5) Right to Receive Documentation.

- Periodic Statements. Transfers and withdrawals made through any Check Card transaction 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.
- Transaction Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Check Card transaction with participating merchants.

6) Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transactions; or
- 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; or
- 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 Transactions. If we do not complete a transaction 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:

- 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 or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as a flood, fire or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, 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 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 VISA Check Card transactions, please 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 60 days after we sent the first statement on which the problem appears. Call 409.886.3647 or write to Sabine Federal Credit Union, Attn: Accounting Department, P.O. Box 3000, Orange, Texas 77631-3000.

- 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 and 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 10 business days.

We will determine whether an error occurred 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 we decide to do this, we will re-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 question in writing and we do not receive it within 10 business days, we may not re-credit your account.

For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have 90 calendar days instead of 45 calendar days, unless otherwise required by law, to investigate your complaint or question. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. 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.

11) Termination of VISA Check Card Services. You may terminate this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your card or access code for VISA Check Card services. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

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