

# HEARTLAND CREDIT UNION CHECKCARD AGREEMENT

In this Agreement the words “we,” “us,” or the “Credit Union” refer to Heartland Credit Union; the words “you” and “your” refer to the member (and joint account holder, if any); the words “Check Card/ATM Card” refer to the Heartland Credit Union Check Card/ATM access card. “Disclosure Statement” refers to the Terms and Conditions, Electronic Transfers, Funds Availability and Truth In Savings Document. This Agreement sets forth the terms and conditions for the use of your Check Card/ATM Card and PERSONAL IDENTIFICATION NUMBER (PIN). By using your Check Card/ATM Card, you agree to the terms and conditions of this Agreement and the “Disclosure Statement” referred to in this paragraph.

- 1. CHECK CARD:** The Check Card/ATM Card is the property of Heartland Credit Union and is subject to revocation at any time. It must be returned to us by you upon request. You agree that the Check Card/ATM Card issued to you may be impounded automatically by the Credit Union at any time at an automated terminal. You agree that you will be the only one to use the Check Card/ATM Card issued to you and that you will not divulge, give, or make available to any other person, even Credit Union employees, your PERSONAL IDENTIFICATION NUMBER (PIN) either directly or indirectly at any time.
- 2. PERSONAL IDENTIFICATION NUMBER (PIN):** You agree not to write your PERSONAL IDENTIFICATION NUMBER on your Check Card/ATM Card and not to carry your PERSONAL IDENTIFICATION NUMBER with you at the same time as you carry your Check Card/ATM Card. You agree to use your best efforts to commit your PERSONAL IDENTIFICATION NUMBER to memory.
- 3. AUTHORIZATION:** We will treat each transaction made at any automated terminal, merchant, financial institution or others who honor the card (“card withdrawal”) involving your Check Card/ATM Card and your PERSONAL IDENTIFICATION NUMBER as having been made or authorized by you. If the account to which the Check Card/ATM Card relates is a joint account, all those transactions will be binding on all parties to the account.
- 4. WITHDRAWAL:** You will be assigned a daily withdrawal limit. You agree that you will not use your Check Card/ATM Card to withdraw amounts of money in excess of your balance(s). In the event that you do withdraw amounts of money in excess of your balance(s) in your account(s), you hereby agree to authorize the Credit Union to debit any of your accounts, with the exception of IRA accounts, not so overdrawn and thereby cover your unauthorized withdrawal. Each Check Card withdrawal may be charged to the checking account and will be treated as though it were a “check” for purposes of the checking account agreement except that: a) The Credit Union may charge withdrawals to the checking account in any order it determines, and if funds are not sufficient to cover all withdrawals, the Credit Union may pay card withdrawals and dishonor checks; and b) The Credit Union cannot honor stop payment requests on Check Card withdrawals.
- 5. RECEIPTS:** Cash withdrawals made with your Check Card/ATM Card may be evidenced by a receipt created electronically at the time of the withdrawal and you agree that any such cash withdrawal shall constitute a valid charge against your account.
- 6. REFUSAL TO HONOR CARD:** Even though your checking account may have a balance sufficient to cover a requested card withdrawal, you recognize that electronic terminals, merchants, financial institutions and others who accept the card, or the account number on the card, may not be able to determine your balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the card or complete a card withdrawal or for the retention of the card.
- 7. RETURNS AND ADJUSTMENTS:** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by initiating a credit to the Credit Union, which will credit that amount to the checking account.
- 8. TRANSACTION SLIPS:** The monthly statement for the checking account will identify the merchant, financial institution or electronic terminal at which card withdrawals were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction or order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.
- 9. DEPOSITS:** If there is a discrepancy between the amount found at an automated terminal in your deposit envelope and the amount you state as being the amount found in the deposit, we will credit you with the amount found in the deposit envelope. Recent deposits may not be available for withdrawal through an automated terminal until verification has been completed.
- 10. CANCELLATION:** You shall have the right to cancel your Check Card/ATM Card and PERSONAL IDENTIFICATION NUMBER at any time upon giving us written notice of such intention and by returning to us your Check Card/ATM Card.
- 11. CREDIT INFORMATION:** You authorize the Credit Union to obtain such credit information relating to you as we deem necessary in order to carry out the terms of this Check Card/ATM Card.
- 12. AMENDMENT:** You acknowledge and agree that this Check Card/ATM Card Agreement is subject to change at any time by the Credit Union. The Credit Union will provide written notice to you of any change. This notice may be given by mail to your last known address.
- 13. SERVICE FEES:** By application for and/or use of the Check Card/ATM Card, you shall be subject to service fees in accordance with fee schedules adopted by the Credit Union from time to time. Fees will not be refunded due to cancellation or other reasons. Such fees include without limitation charges for overdrafts \$30.00. Other fees also include Card Replacement Fee: \$5.00; Documentation Fee: \$10.00. You hereby authorize the Credit Union to debit any of your accounts, with the exception of IRA accounts, to cover any or all of such fees and charges.
- 14. DISCLOSURE STATEMENT:** This Agreement incorporates by reference the Electronic Fund Transfers Disclosure included in our Truth-In-Savings brochure given at account opening. Your liability for unauthorized transactions and limitations on our liability are set forth in said Document.
- 15. RELATED ACCOUNTS:** This Agreement will be subject to the agreement and rules and regulations covering the account(s) to which your Check Card/ATM Card relates.
- 16. CONTINUED EFFECTIVENESS:** If any terms of this Agreement are determined by a governmental authority to be ineffective, the rest will continue in effect. A waiver by the Credit Union of any of these terms or conditions on any occasion will not constitute a waiver of the same or any other terms and conditions on any other occasion.
- 17. GOVERNING LAW:** This Agreement is made in Illinois and its validity, construction, enforcement and all other matters arising out of the issuance and use of the Check Card/ATM Card shall be governed by the laws of Illinois.
- 18. LEGAL ACTION:** In the event of legal action to enforce the Credit Union's rights, you agree to pay reasonable attorney's fees in the event of judgement.
- 19. LIEN AND SET-OFF RIGHTS:** You understand that a security interest is a condition for this account and you give Heartland Credit Union a security interest in all funds now or hereafter in the deposit account(s) you have at the Credit Union, excluding IRA accounts, and if you default under the terms of this agreement, you authorize the Credit Union to apply such funds to the payment of your indebtedness.
- 20. ATM SURCHARGE:** If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.
- 21. PROHIBITION OF ILLEGAL TRANSACTIONS:** Illegal transactions using your Check Card are prohibited. As of 01/01/01 Heartland Credit Union will automatically decline all authorization requests from on-line gambling merchants. If you participate in Internet betting, these transactions will be declined.