



# Boulder Valley Credit Union

## Application and Agreement For VISA Debit/ATM Access Card



I/We hereby apply for and agree to the rules and conditions governing the use of a Boulder Valley Credit Union ("Credit Union") VISA Debit/ATM Access Card. This agreement and all transactions in connection with member's account shall be subject to the rules and regulations governing ATM operations, and all other bank machines, check cards, electronic funds transfer, and all other types of transactions, and as to such transaction, each shall be subject to all applicable Colorado laws, federal laws, clearing house rules, operating letters, rules and regulations now or hereafter enacted or promulgated by governing or regulatory authority, including but not limited to the Federal Reserve Board and Bank of Kansas City.

Member agrees that their share account balance, share draft account balance or available overdraft protection will control all transactions made through the ATM network.

The Credit Union reserves the right to process transactions made through the ATM network at any time of the day, even though this may affect the balances available for processing other transactions including but not limited to share draft clearings.

Transactions made through the ATM network shall not be deemed completed for any purpose, including computation of interest earned or for determining balances in member's accounts, until verified and posted at the Credit Union, provided, however, member waives all rights to cancel any transaction once made through an ATM. Transactions on a day other than a normal business day, or on a normal business day after the close of that normal business day, may not be posted until the second normal business day thereafter. Any deposit or payments made through an ATM are accepted conditionally, subject to final collection.

It is possible that the ATM or your VISA Debit/ATM Access Card; may not function properly at all times. The Credit Union makes no claim or warranties in this respect and shall not be responsible or liable for damages, including consequential damages, if an ATM at any time fails to dispense cash or the ATM or the VISA Debit/ATM Access Card otherwise fails to function properly or for any act or omission in connection with the VISA Debit/ATM Access Card or the ATM.

Any withdrawal which does exceed the available balances must be repaid immediately. In the event it is necessary to refer collection of any amount to an attorney, member will be liable for The Credit Union's reasonable attorney fees. Member shall be responsible for all costs of collection and penalty charges. The Credit Union may, without prior notice, exercise its right of setoff as to any amount so owing.

The member will receive a secret Personal Identification Number (PIN) known only to him/her which, when used in connection with the VISA Debit/ATM Access Card, will activate the ATM. The responsibility to safeguard the secrecy

of such number rests exclusively with the member. Use of such secret number by any person other than the member will constitute prima facie evidence that the member authorized such use. The Credit Union shall have no liability for such use of the PIN by any person other than the member. Member hereby agrees jointly and severally, if more than one, as follows:

1. The VISA Debit/ATM Access Card is and remains the property of Boulder Valley Credit Union, is not transferable by member and will be returned to the Credit Union upon its request or when member closes his/her share account.
2. To take all necessary precautions to minimize the risk of loss, theft or unauthorized use of the VISA Debit/ATM Access Card and to keep the VISA Debit/ATM Access Card separate from the secret (PIN) number.
3. To notify the Credit Union immediately upon any changes in address. If an account statement is returned to the Credit Union because of an incorrect address, the Credit Union may stop sending statements until notified of the correct address.
4. To notify the Credit Union immediately in the event the VISA Debit/ATM Access Card is lost, stolen or misused by calling the Credit Union at (303) 442-8850 or by writing to the following address.

**Boulder Valley Credit Union  
5505 Arapahoe Avenue  
Boulder, CO 80303**

The Credit Union may assess each account an administrative fee upon issuance and annually thereafter upon renewal. Cash withdrawals at off premise ATMs, in excess of five per calendar month, will be assessed a fee of \$1.00 per withdrawal. The Credit Union reserves the right, from time to time, to establish other and different terms and conditions pertaining to the use of the VISA Debit/ATM Access Card and the ATM network. All such terms and conditions shall be binding and enforceable upon the member effective twenty-one days from the date of mailing a notice of such change to member's last address registered with the Credit Union. Use of the VISA Debit/ATM Access Card after notification of change has been delivered shall constitute acceptance of such change by the cardholder. In the case of joint accounts or joint cardholders, notice to one account holder or cardholder will be effective for all account holders or cardholders.

This agreement can be terminated by the Credit Union without prior notice to the member. In such case, the Credit Union shall not be liable for such termination, nor shall such termination affect any obligation the member has with respect to this agreement.

All rights and liabilities arising under this agreement shall be governed by Colorado law, except to the extent that Federal law applies. The undersigned member(s), jointly and severally if more than one, hereby agree to the terms and conditions of the foregoing agreement and acknowledges receipt of a copy thereof.

**Date** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Account Number** \_\_\_\_\_

\_\_\_\_\_  
**Member Signature**

\_\_\_\_\_  
**Joint Member Signature**