



Checking Account Agreement and Disclosure Statement

5310 DTC Parkway, Suite H, Greenwood Village, CO 80111 • Phone 720-493-1270 • Fax 720-493-1604
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Primary owner: _____
First name Middle initial Last name

Joint owner: _____
First name Middle initial Last name

Do not order an ATM/debit card for the joint owner.

Business/Trust name: _____

EIN: _____

Address: _____

City: _____ State: _____ Zip: _____ DOB: _____

SSN: _____ Cell Phone: _____ Other Phone: _____

Email: _____

Security Questions:

The member will have their choice of three security questions. These questions will be used by credit union staff before making any type of change to account information (i.e. phone number, address, etc.) and also to authorize ACH and/or wire transfer out of the account.

1. **City of birth** _____
2. **Pet name** _____
3. **Mother/father middle name** _____

To be filled out by credit union:	
Member Number: _____	Checking A/C #: _____
ATM/Debit Card #: _____	ChexSystems Score: _____

Star Tech FCU
Checking Account Agreement and Disclosure Statement

- A) **Fees** - There are no monthly maintenance fees, no fee for the number of checks/debits that are presented against your account and no minimum balance requirement on the regular checking account.
- 1) **Returned Item Fee** - A \$30 fee will be charged for **each check or debit/ACH transaction** that is returned due to insufficient funds.
 - 2) **Overdraft Item Fee** – A \$30 fee will be charged for **each debit/ATM card transaction** that causes your account to become overdrawn. Debit/ATM card transactions are approved based on available funds at the time of authorization (purchase or withdrawal). If these funds have been withdrawn prior to the time that the merchant presents these items for payment against your account, your account may become overdrawn and you agree to pay any overdraft item fees assessed. Star Tech FCU does not provide automatic overdraft protection; you must apply and be approved for an overdraft line of credit beforehand.
 - 3) **Uncollected Funds** - A \$30 fee will be charged for **each check, debit/ATM or ACH transaction** that is returned due to uncollected funds. See Section B.3.
 - 4) **Stop Payment** - A \$15 fee will be charged to place a stop payment order on a check. A \$30 fee will be charged to place a stop payment order on a series of checks. A stop payment order can only be placed on a check if it has been either lost or stolen, not as a way to dispute or rescind payment to the payee.
 - 5) **Transaction Fees:** Star Tech FCU does not charge an access fee for ATM, Online Banking or Bill Pay transactions. However, a fee may be imposed by the owner of an ATM that you use or by any national, regional, or local network used to complete the transaction. These parties are required by law to give you notice of these fees before you complete your transaction.
 - 6) **Courtesy Pay/Overdraft Coverage:** I agree to opt-in for courtesy pay/overdraft coverage for ATM transactions and debit card purchases. I realize I may be charged an overdraft fee if the credit union posts an ATM or debit card transaction to my account when there are insufficient funds and it causes my account balance to become overdrawn.

B) **Member Responsibilities:**

- 1) Deposits to Checking Account – Checks, debit/ATM card and ACH transactions are processed by 7:00 a.m. each business day. Deposits must be made prior to 7:00 a.m. in order for those funds to be applied to transactions clearing that morning.
- 2) Overdraft Protection - It is illegal to authorize debits from your account if you do not have adequate funds to cover them. If adequate funds are not in your checking account or available through one of the overdraft protection options (Section C), items will be returned and/or the account will be overdrawn and the appropriate fees will be assessed. Debit and ATM card transactions are approved based on available funds at the time of purchase or withdrawal. If these funds have been withdrawn prior to the posting of these transactions, your account may become overdrawn and you agree to pay any overdraft item fees assessed. Star Tech FCU does not provide automatic overdraft protection; you must apply and be approved for an overdraft line of credit beforehand.
- 3) Third-Party Checks - When depositing third party checks into your account, it is your responsibility to determine that they consist of collected funds before authorizing debits against those funds. If the third party checks are returned due to insufficient funds and deducted from your account, it could cause checks or debits that you have written/authorized to be returned NSF as well. If this happens, you will be charged the appropriate fees for each item.
- 4) Lost or Stolen Checks - If your checks are lost or stolen, call the Credit Union immediately so that a stop payment order can be placed on the missing checks or the account can be closed.
- 5) Closing the Account
 - a) *Voluntary* - It is the member's responsibility to determine the amount of any outstanding checks/debits and to leave sufficient funds to cover them. Any unused checks and the ATM/debit card should be surrendered to the Credit Union for destruction to prevent loss or subsequent use.
 - b) *Involuntary* – The Credit Union reserves the right to close the checking account immediately if more than 2 items (checks, debit/ATM transactions, ACH items) are either returned due to insufficient funds or overdraw the account into a negative

balance in any given month. Notice of this action will be sent to the member by first class mail to his/her address on record. Derogatory account history will be reported to Chex Systems.

- c) If the account gets overdrawn, the ATM/debit card access may be denied for a probationary period of 6 months. If the member does not have any further overdrafts/returns in this period, the ATM/debit card privileges *may be* reinstated.
- 6) Cancelled Checks - Cancelled checks will not be returned with your monthly statement. They can be viewed and printed by logging into Online Banking.
- 7) ATM Deposits - Availability of an ATM deposit can vary depending on the frequency that the ATM owner services the ATM and whether or not holds are placed on the deposit. It is the member's responsibility to verify that deposits have been posted to their credit union account and are available *before* they write checks or authorize debit card, ATM or ACH (electronic debits) transactions against their account balances.

C) **Overdraft Protection Options – Initial selected overdraft option:**

- 1) Default Option: Transfer from regular savings account up to available balance.
- 2) Transfer from overdraft line of credit. You must fill out a loan application and be approved before the overdraft line of credit can be accessed. The overdraft line of credit will **not** be accessed if payments are past due. Instead, checks and ACH debits will be returned due to insufficient funds and fees will be assessed.
- 3) Transfer first from _____ until available balance/credit line is depleted, then from _____ .

D) **Funds Availability:**

- 1) Notification of Check Holds
If a hold is to be put on a deposit made in person, the member will be notified at the time of the deposit. However, if it is decided that a hold will be placed on the deposit, after the member has left, a notice of hold will be placed in the mail by the close of the same business day. If a hold is to be placed on a deposit received in the mail, a notice of hold will be placed in the mail no later than the close of business following the day of deposit.
- 2) Conditions Required for Immediate Availability on Paychecks up to \$2,500
 - a. Must be computer generated; handwritten payroll checks will not be processed with the immediate availability. In addition, the word "payroll" or "payroll account" should be commercially imprinted on the item.
 - b. Members must provide the corresponding paystub for the check to be given immediate credit. Tellers must make a note in the upper right hand corner of the check (i.e. "stub") indicating they have viewed the payroll check stub.

A hold will be placed on payroll checks that do not meet these conditions.

E) **Cross-Account Transfer Authorization:**

I understand that by securely logging into Online Banking or Sprig by CO-OP, I have the ability to transfer funds out of my account and into another account, either within Star Tech FCU or into another bank account. I recognize that it is my responsibility to keep my user name and password information secure so as to prevent unauthorized transfers from my account.

I have read, understand, and agree to be bound by the Star Tech FCU Checking Account Agreement and Disclosure Statement.

Primary Owner Signature

Checking A/C #

Date

Joint Owner Signature

Date

Star Tech FCU
5310 DTC Parkway, Suite H
Greenwood Village, CO 80111
Phone 720-493-1270

**To report a lost or stolen ATM/debit card,
call 1-800-543-5073 immediately.**

A/C #429-687-000-001-_____

VISA ATM/CHECK CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement and Disclosure Statement (“Agreement”), the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the VISA check card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Check Card; “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement; and “Transaction” means use of the Card or the Account number on the Card, and a Personal Identification Number or Code (“PIN”) when required, to perform a transaction with the Card.

1. **Issuance of Card.** You have requested Credit Union to issue you a Card that can be used to access funds in your Account. The credit union will issue you a PIN that must be used with the Card for transactions that require use of a PIN. **Do not reveal your PIN number to anyone else or write it down where it is available to others as you will be responsible for PIN-based transactions even in the event of loss or theft.**
2. **Responsibility for Transactions.** You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. Section 10 below tells you about your responsibility for unauthorized transactions.
3. **Use of the Card.** You may use the Card and PIN to : Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA debit cards, perform balance inquiries, make deposits at any Co-Op Network ATM or transfer funds between your accounts.

You may use the Card without the PIN to: Purchase goods or services at places that accept VISA debit cards (these are point of sale or POS transactions), order goods or services by mail or telephone from places that accept VISA debit cards, and make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

When using your Card, a merchant may require you to process the transaction as a “Debit” or “Credit” depending on the transaction:

Press “Debit” if You Want Cash Back with the Purchase – If you would like cash back with your purchase, press “debit” and enter your PIN.

Press “Credit” if You Are Only Making a Purchase - If you are only making a purchase and do not want cash back with the transaction, press “credit” and you will not be prompted for your PIN.

Use of the Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA debit cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account.

Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

4. **Overdrafts.** You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.
5. **Limitations on Dollar Amounts.** Daily cash withdrawal limit of \$505.00.
6. **Charges for Transactions.** No annual fee. No charge for debit card purchases or ATM card transactions. Keep in mind, however, that ATM owners may assess a fee for the use of the terminal. These fees are required by law to be posted or brought to your attention before you complete the transaction.
7. **Right to Receive Documentation of Transactions:**
 - You will receive a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.
 - You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no Transactions in a particular month. In any case, you will be sent a statement at least quarterly.

Revised: 12/15/2016

8. Business Days. The business days of the Credit Union are: Monday through Friday, 8:00 a.m. to 4:30 p.m. Holidays are not included.
9. Disclosure of Account Information to Third Parties. The Credit Union will disclose information to third parties about your Account or the Transactions you make when it is necessary for completing transactions or in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant, or in order to comply with government agency or court orders, or if you give us your written permission.
10. Liability for Unauthorized Debit Transactions. Tell the Credit Union at once if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Until you notify the credit union, you will be liable for the lesser of \$50 or the amount of money, goods or services obtained as a result of the unauthorized use of your card. However, if your card is lost or stolen under circumstances where you are free from fault, you will have no liability for any unauthorized use of your card (this does not apply to pin-based ATM transactions). "Unauthorized use" means the use of a check card by a person, other than the cardholder, who does not have actual, implied or apparent authority for such use, and from which the cardholder received no benefit.
- 10a. Liability for Unauthorized ATM (PIN-based) Transactions. Tell the Credit Union at once if you believe your card has been lost or stolen. Telephoning the 1-800 number above is the best way of keeping your possible losses down. **Do not reveal your PIN number to anyone else or write it down where it is available to others as you will be responsible for PIN-based transactions exceeding \$250 even in the event of loss or theft.** "Unauthorized use" means the use of a check card by a person, other than the cardholder, who does not have actual, implied or apparent authority for such use, and from which the cardholder received no benefit.
11. How to Notify the Credit Union in the Event of an Unauthorized Transaction. If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call: 720-493-1270 or write: Star Tech Federal Credit Union, 5310 DTC Parkway, Suite H, Greenwood Village, CO 80111.
12. Refusal to Honor Card. The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for the retention of the Card.
13. Liability for Failure to Make Transfers. If the Credit Union does not complete a transfer to or from your Account on time or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable, for instance:
- If, through no fault of the Credit Union's, you do not have enough money in your Account to make the transfer.
 - If you have overdraft protection with the Credit Union and Transaction would exceed your overdraft protection limit.
 - If the automated teller machine where you are making the transfer does not have enough cash.
 - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If your Account is subject to legal process or other claim.
 - If you use a damaged or expired access device or an access device that has been reported lost or stolen.
 - If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
 - For pre-authorized transfers, if through no fault of the Credit Union, the payment information for a pre-authorized transfer is not received.
14. Rules of Account. All Transactions covered by this Agreement are also subject to all rules and agreements that govern the Account(s) being debited or credited in connection with a Transaction, except as modified by this Agreement.
15. Foreign Transactions. Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion rate to dollars will be at: (i) the wholesale market rate, or (ii) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).
16. Effect of Agreement. Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.
17. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
18. Change in Terms. The Credit Union may change this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change.
19. Termination of Account. The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

20. No Waiver. The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.
21. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.
22. General. To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors, and if more than one, jointly and severally.
23. Signatures. By using the check card when you receive it, you agree to the terms of this Agreement.

Billing Rights Notice

In Case of Errors or Questions About Your Card:

Telephone us at 720-493-1270 or write us at: Star Tech Federal Credit Union, 5310 DTC Parkway, Suite H, Greenwood Village, CO 80111, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the Transaction you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) 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 10 business days (20 business days for POS transactions or if the transaction is initiated outside the United States) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for POS transactions or if the transaction initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will recredit 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 recredit your account.