

## ATM/Debit Check Card Disclosure of Information

This document summarizes terms, conditions, rights and responsibilities that we (Gates Chili Federal Credit Union) and you (our member) have under the Electronic Fund Transfer Act. It applies when you use our Electronic Fund Transfer services such as Fiserv EFT. This disclosure covers your and our rights and responsibilities concerning the Fiserv EFT services offered to you by the Credit Union.

“Electronic Fund Transfer” means any transfer of funds that is initiated through an electronic terminal, telephonic instrument, or computer tape, for the purpose of making deposits (credits) to, or withdrawals (debits) from your checking or savings account. 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 Gates Chili Federal Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this disclosure and any amendments for the EFT services offered.

### 1. Gates Chili ATM/Debit Check Card

You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card member 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 checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan 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. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card through the Cirrus, Accel/Exchange and MasterCard networks to:

- Withdraw funds from your savings or checking account.
- Obtain balance information for your checking and savings accounts.
- Make POS (Point-of-Sale) transactions with your Card to purchase goods or services at merchants that accept MasterCard.

The following limitations on the frequency and amount of transactions may apply: There is no limit on the number of Check Card purchases you make per day.

- There is no limit to the number of cash withdrawals you may make in any one day from an ATM.
- There is a \$500 per card, per day limit for ATM cash withdrawals.

- There is a \$500 per card, per day limit for POS PIN-based withdrawals.
- You may purchase up to a maximum of \$1,500 per day through signature-based transactions per checking account.
- Transfers are limited to a maximum of \$500 within 24 hours.
- Certain locations may have different maximum limits on transactions.
- For security reasons, there are other limits on the amount and frequency of transfers you can make if the system is not fully operative.

Because of the servicing schedule and processing time required in ATM/Debit Check Card operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

### 2. Conditions of EFT Usage

- 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. Purchase and cash withdrawals made in foreign currencies will be debited from your account in US dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1%. 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. Member Liability for Transfers

You are responsible for all transactions you authorize. If you permit someone else to use your Card or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. Notify us immediately if you believe your Card has been lost or stolen or if you believe someone has used your Card, PIN or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping

your possible losses down. You could lose all of the money in your account. If you tell us within two business days, you can lose no more than \$50 if someone used 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/or PIN, 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, notify us immediately. If you do not tell us within 60 days after the statement was mailed to you and we can prove that we could have stopped someone from taking the money if you had told us in time, you may not get back any money that was lost after the 60 days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. DO NOT write your PIN on the back of your Card. If you do so, you will be held liable for any losses.

### 4. Fees and Charges

There are certain fees and charges for electronic fund transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM that is not within our network, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

- We do not charge for any PIN and signature-based transactions at this time.
- \$1.00 charge for each ATM/cash withdrawals beyond the 12 free withdrawals per month.
- Replacement card: one free per year, and then a fee of \$10.00 per card.

### 5. Telephone Number and Address for Notice

If you believe that your Card and/or PIN have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the 24 hour Lost/Stolen Hotline at 1-800-424-1990. Since prompt notice to us of any loss, theft or unauthorized transfer may lessen your liability, we urge you to call immediately.

### 6. Credit Union Business Hours

We are open on Monday, Tuesday, and Friday from 9:00 AM to 4:30 PM, on Wednesday from 9:30 AM to 4:30 PM, and on Thursday from 9:00 AM to 6:00 PM. These hours are subject to change without notice.

### 7. Right to Receive Documentation

a. Periodic Statement. Transfers and withdrawals made through any ATM or POS terminal and Debit Card transactions will be recorded on your periodic

statement. You will receive a statement monthly.

b. Terminal Receipt. You will be offered a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

#### 8. Credit Union's 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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If a third party fails to initiate the transfer.
- If you used your Card or PIN in an incorrect manner.
- If the terminal and/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 stated in our agreement with you.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan or court action.
- Any other exceptions as established by the Credit Union.

#### 9. Billing Error Resolution

In case of errors or questions about your electronic transfers, telephone us at (585) 247-1090 or write us at 2870 Buffalo Road, Rochester, NY 14624 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 or error appeared.

- Tell us your name and account number.
- Describe the error and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation 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 credit your account within 10 business days for the amount you think is in error so that you will have 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 credit your account. If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### 10. Changes in This Agreement

We may change the terms of this agreement from time to time, but will give you at least 21 days written notice of any such change.

However, we may, without notice change the limits on the types and amounts of transactions which may be done with your Card as such change is necessary to maintain or restore the security of the system or account.

#### 11. Termination

You may terminate this Agreement at any time by notifying us in writing and stopping use of your Card and PIN. You agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may 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 transaction instructions. We may program our computer not to accept your Card or PIN for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

#### 12. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, MasterCard regulations, federal laws and regulations, the laws and regulations of the state of New York 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 loss, cost, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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.

For information on specific ATM locations around the world, call toll-free from the U.S. and Canada: 1-800-4-CIRRUS or visit:

[www.mastercard.com](http://www.mastercard.com)

Contact our office immediately for any questions concerning your ATM/Debit Check card transactions.

# ATM/Debit MasterCard Cardholder Agreement Disclosure of Information



2870 Buffalo Road  
Rochester, NY 14624  
(585) 247-1090  
[www.gateschilifcu.org](http://www.gateschilifcu.org)  
12960303