

## DEBIT CARD AGREEMENT AND DISCLOSURE

### **Your Rights and Responsibilities**

The purpose of this disclosure is to make you aware of your rights and responsibilities when using our Debit Card.

You have applied to Government Employees Federal Credit Union (GEFCU) for a Visa Debit Card (“Card(s)”) once the application has been received in our office. You have also requested that a Personal Identification Number (“PIN”) be issued as well so that you may access your Account through the Automated Teller Machine Network (“ATM Network”). You understand that your application for a Card is accepted by GEFCU when a card and PIN are issued to you. You further understand that card usage is subject to applicable rules and regulations of Visa and Visa Worldwide. You agree that by signing, using, or permitting another to use the Card or PIN, that you will be bound by the following terms and conditions. You will surrender any card(s) and discontinue utilization of your Account immediately upon request of GEFCU. You understand that GEFCU will open your Card account in the name supplied on your GEFCU account. Debit Card Transfer refers to any transfer of funds other than a transaction originated by check, draft, or similar paper instrument that is initiated through an electronic terminal (Visa or Pulse) to debit or credit your account. These terms do not include balance inquiries or payments made by check, draft or similar paper instrument at an electronic terminal. Additionally, the term “GEFCU Debit Card” refers to the card issued to you by the Credit Union to initiate electronic transfers.

The card may also be used at any Pulse merchant terminal or anywhere the Visa symbol is displayed to pay for purchases.

- Make cash withdrawals from your GEFCU Share Draft Account and/or Savings Account
- Transfer funds between your deposit accounts (except your Certificates of Deposit)
- Activate your card

Whenever you use the card to pay for merchandise or services, you may be required to sign a transaction draft as evidence of the transaction, which will be forwarded through card processing systems to GEFCU for payment. Your card transaction receipts are only available upon individual request. The card remains the property of GEFCU and may be canceled at any time without prior notice.

The card may be used to make purchases of merchandise and services (which is limited to \$1,500 or less per Account per business day), and to obtain cash through the ATM Network (which is limited to a maximum total withdrawal of \$500 per Account per business day). The aggregate amount available for such purposes (the “Authorization Limit”) will be the total of the collected balance available in your Account excluding Time Deposit balances. You understand that your Authorization Limit is instantaneously reduced by the amount of all card purchases and ATM cash transactions at the time of such use of the card.

If you have a GEFCU Overdraft Account, use of your card is also subject to the terms and conditions of that account which terms and conditions are provided herein. If your account balance is/remains negative 15 days or more, your debit card may be closed. Beginning July 1, 2010, if you overdraw your checking account more than 5 times in a twelve month period with debit card transactions, the debit card (s) may be closed.

You understand that certain services associated with the card are provided by Visa, its agents or third party providers over which GEFCU has no responsibility or control. You acknowledge and agree that GEFCU shall have no liability for any acts, omissions, claims, costs, losses or damages arising from or relating to your use of the card where such services are provided by Visa, its agents, employees or third party providers.

GEFCU may report you to credit bureaus. Late payments, missed payments or other defaults to your account may be reflected in your credit report.

Some of these transfers may not apply to your account.

## **Unauthorized Transfers**

### **Liability Disclosure**

Tell us **at once** if you believe your GEFCU Debit Card or PIN has been lost or stolen. Telephoning is the best way of minimizing your possible losses. If you tell us within two (2) business days, you will be liable for no more than \$50 if someone used your Card without your permission.

If you do **not** tell us within two (2) 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, your liability could be as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us within the 60-day period. Failure to notify us could result in the loss of all of the money in your Share Draft and Savings Accounts, plus your available balance in your overdraft protection account, if you have one.

If a good reason, such as a hospital stay kept you from telling us, we may extend the time period.

### **Exchange Rate Disclosure**

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. In each instance, an additional Issuer fee equal to 1% of each foreign transaction will be assessed.

### **Address and Telephone Numbers**

If you believe your card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address listed below.

Government Employees Federal Credit Union  
10806 Metric Blvd.  
Austin, TX 78758  
512-339-9812

### **Business Days**

For purposes of this disclosure, our business days are Monday through Friday. Saturday, Sunday and Federal Holidays are not included.

### **Limitations on Frequency of Electronic Fund Transfers**

These limitations apply to total transactions against the GEFCU Debit Card in a single day, regardless of the number of accounts accessed by this card. We reserve the right to raise or lower the limits on a customer-by-customer basis depending on account history. ATM cash withdrawals are limited to a total of \$500.00 per business day. GEFCU Debit Card purchases are limited to a total of \$1,500.00 per business day. There is no daily limit on the number of ATM transfers, balance inquiries or POS payments or refunds.

### **Confidentiality**

We will disclose information to third parties about your Accounts or the electronic transfers you make:

- When it is necessary for completing such transfers, 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 a government agency or court order, or
- If you give us your written permission.

### **Right to Documentation**

### **Terminal Transfers**

You will be given the option to receive a receipt at the time you make any transfer to or from your account using an ATM terminal. However, this receipt is not final since each transaction is accepted subject to verification by us. If there is a conflict between the receipt and our records, our records will control.

### **Periodic Statements**

You will be provided with a monthly account statement.

### **Financial Institutions Obligations**

#### **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 the ATM where you are making the transfer does not have enough cash;
- If the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- If the transfer would go over the credit limit/available balance on your overdraft line, if applicable;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or
- There may be other exceptions stated in our agreement with you.

### **Error Resolution**

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed below, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

Government Employees Federal Credit Union  
10806 Metric Blvd.  
Austin, TX 78758  
512-339-9812

We must hear from you no later than 60 days after we send the **first** statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the date and dollar amount of the suspected error. If you notify us verbally, 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 calendar 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 credit your account.

For errors involving new accounts, point of sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

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. You may ask for copies of the documents that we used in our investigation.

### **Notice of ATM User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM.
10. When you make a transaction, be alert of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door of any ATM equipped with a door.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a GEFCU facility. For instance, let us know if a light is not working or there is any damage.

