

NORTH TONAWANDA COMMUNITY FEDERAL CREDIT UNION
MASTERMONEY CHECK (ATM/DEBIT) CARD AGREEMENT AND DISCLOSURE STATEMENT

12/09

In the Agreement and Disclosure Statement ("Agreement"), the words "you" and "your" means each and all of those who agree to be bound by this Agreement; "Card" means the North Tonawanda Community Federal Credit Union ATM/debit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your ATM/debit 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 the Credit Union to issue 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 where it is available to others. To activate this card you must call 1-877-296-2735.

2. RESPONSIBILITY FOR TRANSACTIONS. You are responsible for all transactions that you or another person you authorize makes with the Card. If the account is a joint account, all transactions involving the Account are binding on all Account holders. Sections 11 and 12 below discuss 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 MasterMoney cards.

You may use the Card without the PIN to:

* Purchase goods or services at places that accept MasterMoney cards (point of sale or POS transactions).

* 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.

Some of these services may not be available at all terminals.

Use of the Card, the Account number on the card, the PIN or any combination of the three for payments, purchases, or to get cash from merchants, financial institutions, or others who honor MasterMoney 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. CARD WITHDRAWALS. 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 advances with merchants, financial institutions or others who honor the Card ("Card Withdrawal") is an order by you for the withdrawal of shares from the Share Draft Account and will be treated as though it were a "share draft" for purposes of the Share Draft Agreement except that:

- (a) The Credit Union may charge withdrawals to the Share Draft Account in any order it determines, and if shares are not sufficient to cover all withdrawals, the Credit Union may pay Card Withdrawals and dishonor regular share drafts; and
- (b) The Credit Union cannot honor stop payment requests on Card Withdrawals; and
- (c) When using your Card, a merchant may require you to process the transaction as "Debit" or "Credit". To have the transaction processed as a check card transaction, you must press the "CREDIT" button on the keyboard the merchant gives you. The "DEBIT" button is for on-line transactions, but transactions with your Card are not processed on-line. They are processed like credit card transactions so you must press the "CREDIT" button. (Most merchants do not currently use those keyboards, but they are common in certain parts of the U.S.)

8. OVERDRAFTS. You promise to reimburse the Credit Union immediately upon demand for any negative balance in your account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union will deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account or a Term Share Certificate. You understand that if you choose to take advantage of the LOC Overdraft Protection, you will be charged an **ANNUAL PERCENTAGE RATE** based on the current line of credit rate for the amount of the overdraft. Call the Credit Union for the current rate. For "Courtesy Pay" features the member must "opt-in" or "opt-out".

6. LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS. You may make withdrawals up to \$750.00 or if joint \$1500.00 in any one day at an ATM machine, if there are sufficient funds in your account, but may be limited by the ATM authorization limit.

7. FEES AND CHARGES: When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used) (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). There will be a maximum of two free cards for each account. If a card is lost, damaged or destroyed, there will be a \$10.00 replacement fee. There will be a \$1 charge for each ATM use. You will receive four (4) free ATM transactions each month. Thereafter, the \$1 fee will apply. There is no limit on the number of POS (point of sale) transactions. If you overdraw your account and have exhausted your Line of Credit, a \$30.00 **Courtesy Pay** fee per item will be imposed. If your card is blocked and you attempt to use it resulting in the merchant retaining the card, you will be charged the recovery fee of \$65 - \$100. The amount of any charge(s) will be deducted from your account. Any charges disclosed on the Share Draft disclosure, not mentioned here are also in effect.

8. BUSINESS DAYS: The business days of the Credit Union are
Monday, Tuesday, Friday 9:00 am to 5:00 pm
Wednesday 9:00 am to 1:00 pm Thursday 9:00 am to 6:00 pm

9. DOCUMENTATION OF TRANSACTIONS. A receipt is available at the time you do a transaction at an ATM or POS terminal. Be sure to verify them with your statement. If you have arranged to have direct deposits made to your account at least once every 60 days from the same company or person you can call us at (716) 695-1829 to find out whether or not the deposit has been made. You will receive a monthly account statement showing all transactions made with the Card.

10. REFUSAL TO HONOR CARD. The Credit Union is not liable for the refusal or inability of any electronic terminal, merchant, or financial institution, to honor the Card or to complete a withdrawal from your Account or for their retention of the card.

11. 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.

12. LIABILITY FOR UNAUTHORIZED TRANSACTIONS. Tell the Credit Union **AT ONCE** if you believe your Card has been lost or stolen. Telephoning is the best way of keeping possible losses down. If you tell the Credit Union within two (2) business days, you will not be liable if someone used your Card without your permission.

If you do **NOT** tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, you could be liable.

Also, if your statement shows transactions that you did not make, tell the Credit Union at once. If you do not tell the Credit Union within sixty (60) business days after the statement was mailed to you, you may not get back any money.

13. HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION OR LOST CARD. If you believe the Card or PIN has been lost or stolen or that someone has or may have transacted business on your Account without your permission call the Credit Union at (716) 695-1829, fax the Credit Union at (716) 695-0546, E-mail NTFCU@verizon.net, or write the Credit Union at 160 Ward Road, North Tonawanda, NY 14120. You may also call the 24-hour number at **1-800-528-2273**.

14. RIGHT TO STOP PRE-AUTHORIZED PAYMENTS AND PROCEDURES FOR DOING SO. If you have arranged in advance to have regular payments made from your Account, you can stop any of these payments. Call the Credit Union at (716) 695-1829, fax the Credit Union at (716) 695-0546, E-mail NTCFCU@verizon.net, or write the Credit Union at 160 Ward Road, North Tonawanda, NY 14120. You must notify the Credit Union at least three (3) business days or more before the payment is scheduled to be made. If you call, we must receive your request in writing within fourteen (14) days after your call.

15. LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS. If you order the Credit Union to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

16. NOTICES OF VARYING AMOUNTS. If the preauthorized payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

17. 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, there is not enough money in your Account to make the transfer.
- *If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.
- *If the ATM machine where you are making the withdrawal does not have enough cash.
- *If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- *If circumstances beyond our control (such as fire or flood) prevent the transaction, 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 Pre-authorized transfers is not received.

18. RULES OF ACCOUNT. All transfers covered by this agreement are 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. 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.

19. FOREIGN TRANSACTIONS. Transactions that are made 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%).

20. 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.

21. 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 Account, you will be given at least twenty-one (21) days prior notice of the change.

22. 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 Unions' request.

23. NO WAIVER. The Credit Union can delay enforcing any of its rights under the Agreement and the law any number of times without losing them.

24. 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.

25. GENERAL. To the extent permitted by law, you agree to pay reasonable costs, including attorney's 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.

26. SIGNATURES. By signing in the Signature area of the response form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this agreement from the application and retain it for your records.

BILLING RIGHTS SUMMARY In Case of Errors or Questions About Your Card

Telephone us at (716) 695-1829, or write: 160 Ward Road, North Tonawanda, NY 14120, 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 sixty (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 not sure 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 with ten (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 forty-five (45) days (ninety (90) days for POS transactions or if the transaction is initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) days.

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NOTICE TO CARDHOLDER

1. **Do not sign the check card application until you have read this agreement or if it contains blank spaces. By signing the application, you the cardholder agree to the terms in this agreement.**
2. **You are entitled to a completely filled-in copy of this agreement**
3. **You may at any time cancel your card under this agreement.**