

ATM and Visa Debit Card Agreement

When you receive or change your PIN, memorize it. Do not write it on your Card.

Destroy any written record of your PIN.

In this agreement the "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the ATM or Visa Debit Card and any duplicates, renewals, or substitutions Sun Federal Credit Union issues to you; "Checking or Savings Account" may also be referred to as your Account. "Credit Union" means Sun Federal Credit Union. The purpose of this Disclosure Statement is to inform you of certain rights you have under the Electronic Funds Transfer Act.

Limitations on the Use of Your ATM or Visa Debit Card You may withdraw up to \$300 per day at an Automated Teller Machine (ATM) provided the funds are available from any of your accounts by using either Card. With the Visa Debit Card, you are limited to up to \$1,000 in total purchases per day, but this could vary and is established at the time that you apply for the Card. You will be denied the use of the Card if you exceed the daily withdrawal limit, do not have adequate funds available in your account or do not enter the correct Personal Identification Number. The receipt provided by the ATM will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of your Card. The number of attempts that result in machine retention is not revealed for security reasons.

Purchase Transaction You may use your Visa Debit Card to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where Visa Cards are accepted by such Merchant. We may limit the amount of your purchases to the amount that is <u>available</u> in your Checking Account at the time of purchase or in your designated overdraft protection account. You agree that we may hold funds representing purchases authorized until posted to your checking account.

Illegal Use and Internet Gambling You agree that all transactions that you initiate by use of your Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You agree that you will not use your Card for any transaction that is illegal or unlawful under applicable federal, state or local law. We may decline to authorize any transaction that we believe poses undue risk of illegality or unlawfulness. We are not responsible for the refusal of any plan Merchant or financial institution to honor your Card. Display of a payment Card logo by an online Merchant does not mean that internet gambling transactions are lawful in all jurisdictions where you may be located. You agree to pay according to the terms of this Agreement all transactions you initiate by use of your Card, whether deemed legal or illegal.

Responsibility You agree to pay all transactions to your Account that are made by you or anyone whom you authorize to use your Card or Account. Should you overdraw your account, you also agree to pay related fees as disclosed in the Rate & Fee Schedule for Savings and Checking Accounts or any line of credit (overdraft protection) finance charges added to your Account under the terms of the line of credit agreement or another agreement you made with the Credit Union. If you have opted into Overdraft Privilege on your Checking Account, your limit will not be shown in your inquiry balance; however, you may be allowed to overdraw your account at the ATM. Any ATM transactions that cause an overdraft will result in an NSF Fee being charged to your account. Verify your account balance prior to performing ATM transactions to avoid NSF fees. If this is a Joint Account, the next section below also applies to your Account.

Card Fee Schedule

All deposits, transfers & Visa "credit" purchases are **free**. The first eight PIN account transactions per month are **free**. After that:

TransactionFeePIN or "Debit"
(Withdrawals or Purchases)\$1.00 eachNSF (debit or credit)\$30.00ServiceFeeReturned Deposit\$15.00Lost/Damaged Card\$4.00

Visit www.SunFCU.org for links to no-surcharge ATMs!

<u>Joint Accounts</u> If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective to all parties attached to the account.

Merchant Disputes The Credit Union is not responsible for the refusal of any Merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the Merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

Returns and Adjustments Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If you have a problem with the quality of goods or services that you have purchased with the Visa Debit Card at a Visa Merchant, you may have the right to reimbursement from that Merchant. Certain limitations may apply. You agree to cooperate with our investigation and to provide us with receipts and signature exemplars upon request. For more information regarding this feature please contact us at 419.893.2170, 215.751.1610 or 800.786.0945 and press 3.

Stop Payment You may not place a stop payment on any purchase transaction conducted with your Card.

Foreign Transactions Purchases and cash advances made in foreign countries and foreign currencies will be debited from your Checking Account in U.S. dollars. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate for the applicable central processing date, plus the 1% International Transaction Fee. This 1% Fee will be assessed on all transactions where the Merchant country differs from the country of the Card issuer. The converted transaction amount will be shown separately from the Fee on your monthly statement. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or the Checking Account posting date.

Multi-Currency Conversion If you perform an ATM transaction at a non-U.S. ATM location that dispenses in a currency other than U.S. dollars, CIRRUS System, Inc. will convert the local currency transaction amount into a U.S. dollar amount. CIRRUS System, Inc. will use its currency conversion procedure, which is disclosed to institutions that issue CIRRUS Cards. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either a government-mandated rate or the wholesale rate in effect the day before the U.S. date of the transaction, plus a 1% International Transaction Fee. This 1% Fee will be assessed on all transactions where the Merchant country differs from the country of the Card issuer. The converted transaction amount will be shown separately from the Fee on your monthly statement. No Waiver Sun Federal can delay enforcing any of its rights any number of times without losing them.

Deposit Information Deposits made at ATMs are posted to your Account(s) according to the rules and regulations of those Account(s). The first \$200 can be immediately withdrawn against an ATM deposit with the remainder of the funds becoming available within 5 (five) business days after the deposit. The withdrawal limits day starts at midnight each business day and ends at midnight the next business day. Sun Federal Credit Union reserves the right to collect the items so deposited before such funds are made available to you.

<u>Charges for Transactions</u> Please refer to the Card Fee Schedule. Sun Federal Credit Union reserves the right to change our fee schedule at times and to charge your Account in accordance with the fee schedule provided to you at least twenty-one (21) days prior to assessment or change in assessment.

Other Charges Please refer to the Rate & Fee Schedule for Savings and Checking Accounts.

Statements and Transactions (Notices/Record of) You will receive a printed receipt at the time of each transaction. You will also receive a monthly statement showing the status of your Account(s), transactions made during the past month, and any charges imposed for such services or transactions. You may also use Online Account Access to check for your most recent Card activity. 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.

Errors or Questions About Transactions If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt contact: Sun Federal Credit Union, Attn: ATM Dept, 1627 Holland Road, Maumee, OH 43537, as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Please notify us verbally or in writing within 10 business days. We will tell you the results of our investigation within 10 business days for ATM transactions, or 20 business days for Purchase Transactions after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days for ATM transactions or 90 days for Purchase transactions to investigate your complaint or question. If we decide to do this we will re-credit your account 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. When calling or writing, the following procedures should be followed:

- 1. Tell us your name, member account number and Card number.
- 2. Describe the error or the payment 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 dollar amount and date of the suspected error.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the document that we use in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

Changing or Terminating Your Account Sun Federal may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. Either you or the Credit Union may terminate this Agreement at any time. You are responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card(s) you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of the Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay any negative Account balances at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a Joint Account, the Joint Account section of this Agreement also applies to termination of the Account. Credit Information You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account Card or ATM and Visa Debit Card Maintenance form. You authorize the Credit Union to disclose information regarding your Account to Credit Bureaus and Chex Systems (or other check verification systems) who inquire about your credit standing. We will disclose information about your Account or the transactions you make to third parties in the following situations: Where it is necessary to complete transactions; To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau; To comply with government agency or court orders; In accordance with your written permission; In order to comply with government or administrative agency summonses, subpoenas or orders, or court orders; On receipt of certification from a federal agency or department that a request for information is in compliance with the right to Financial Privacy Act of 1978.

Liability for Unauthorized Transfers CONTACT US IMMEDIATELY if you believe your Card or Personal Identification Number has been lost or stolen. Telephoning us is the best way of keeping losses to a minimum. You can notify the Credit Union by calling 419.893.2170, 215.751.1610 or 800.786.0945 and press 3. Emergency calls outside of normal business hours may be made to 800.472.3272. If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you DO NOT tell us within 2 business days after you learn of the loss or theft of your Card 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, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 in time.

Our Liability for Failure to Complete Electronic Fund Transfer Transactions. If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless: There are insufficient funds in your Account to complete the transaction through no fault of ours; The funds in your Account are uncollected; The funds in your Account are subject to legal process; The transaction you request would exceed the funds in your Account plus any available overdraft credit; The ATM has insufficient cash to complete the transaction; Your Card has been reported lost or stolen and you are using the reported Card; We have a reason to believe that the transaction requested is unauthorized; The failure is due to any equipment breakdown which you knew about when you started the transaction at the ATM; The failure was caused by an act of God, fire or other catastrophe or by an electrical or computer failure or by another cause beyond control; You attempt to complete a transaction at an ATM which is not permissible transaction listed above, or the transaction would exceed security limitations on the use of the Card.

<u>Signatures</u> By signing in the Signature area of the Account Card or ATM and Debit Card Maintenance Form, you agree to the terms of this Agreement. You should retain this Agreement for your records.

How to Contact Sun Federal Credit Union If you believe your Card or your Personal Identification Number has been lost or stolen or an unauthorized transfer from any of your accounts has occurred or may occur, contact Sun Federal Credit Union immediately by calling or writing: Sun Federal Credit Union, 1627 Holland Road, Maumee, OH 43537, 419.893.2170, 215.751.1610 or 800.786.0945 and press 3. Emergency calls outside of normal business hours may be made to 800.472.3272. For a replacement fee, a new Card will be mailed to you and a hold will be placed on your old Card. After such time if you find your old Card, you must notify us and return your old Card to us. If you attempt to use your old Card it will be captured and retained by the ATM or Merchant.