

9) Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

10) Billing Errors. In case of errors or questions about MasterCard Debit Card transactions, please telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 30 days after we sent the first statement on which the problem appears. Call (000) 123-4567 or write to [Your Credit Union Name], 123 Credit Union Street, City/State/ZIP.

- Tell us your name and account number
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the credit union has made an error and why you need more information.
- 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 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 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 re-credit your account.

For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

11) Termination of MasterCard Debit Card Services. You may terminate this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your card or access code for MasterCard Debit Card services. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

12) Governing Law. This Agreement is governed by the Bylaws of [Your Credit Union Name], federal laws and regulations, the laws and regulations of the State of Texas 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. In the event either party brings a legal action to enforce the Agreement or collects any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the credit union is located, if allowed by applicable law.

14) Safety Precautions. The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you to the ATM or night deposit facility if used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete the transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your card.
- Report all crimes to law enforcement officials immediately.

Your Credit Union Logo

Your Credit Union

123 Main Street

Your Town, USA 00000-0000

Phone

Fax



YOUR CREDIT UNION
 ATTENTION: MASTERCARD DEBIT CARD DEPT
 123 MAIN STREET
 YOUR TOWN, USA 00000-0000

Place
 Stamp
 Here

**PAPER
OR
PLASTIC**



**You've Got
A Choice.**

Paper or Plastic? You've got a choice.

Life is full of choices, and how you pay for your purchases is no different! With a MasterCard Debit Card we make deciding how to pay for your purchases easy! With a MasterCard Debit Card you can avoid the hassles of writing checks, showing your identification and waiting for approval – with one quick swipe your purchases are paid and the money comes right out of your checking account. And, you can use your MasterCard Debit Card anywhere MasterCard is accepted.

- **It's Simple.** Use your MasterCard Debit Card for gas, groceries, dining and entertainment, shopping and more! Just swipe your card and the money is deducted directly from your checking account.
- **Lighten your Load!** Carry just one card instead of checks, cash or travelers checks.
- **Dual Purpose.** Your MasterCard Debit Card can also be used as an ATM Card, so you have 24/7 access to your cash!
- **Shop at Home.** With the MasterCard Debit Card you can order merchandise or services with ease online and by phone and mail – without building a credit balance.
- **Keep track of your Spending.** Know where your money goes – each transaction is itemized on your monthly statement.
- **It's Safe.** Not only are you carrying less cash, each MasterCard Debit Card comes with a Personal Identification Number (PIN), which is only known to you.
- **Save Money.** You pay no annual fee or interest.
- **Accepted Worldwide.** Use it wherever you see the MasterCard logo.

The choice is clear! Use MasterCard for your next purchase!

MasterCard Debit Card

Application

Please Tell Us About Yourself

Account Number _____
 Member Name _____
 Street Address _____
 City/State/ZIP _____
 Home Phone _____
 Work Phone _____
 Mother's Maiden Name _____

Please Tell Us About Your Co-Applicant (If Applicable)

Joint Owner Name _____
 Street Address _____
 City/State/ZIP _____
 Home Phone _____
 Work Phone _____
 Mother's Maiden Name _____

A consumer credit report may be requested in connection with this Application and with any renewals or updates. **Your Credit Union Name** is relying on what you stated in this application and you acknowledge that everything you have stated is true. If approved, you acknowledge receipt of and agree to the terms of the MasterCard Debit Card Agreement.

Applicant's Signature _____
 Date _____
 Co-Applicant's Signature _____
 Date _____

Detach, close, tape and mail.

MasterCard Debit Card Agreement

This Check Card Agreement is the contract which covers you and our rights and responsibilities concerning the Check Card services offered to you by [Your Credit Union Name]. 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 credit union. The word "account" means any one or more share and share draft accounts you have with the credit union. The word "card" means the Check Card and any duplicates, renewals or substitutes we issue to you. Check Card transactions are electronically initiated transfers of money from your account through the Check Card services described. By signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the Check Card services offered. If approved, you may conduct any one or more of the Check Card services offered by [Your Credit Union Name].

1) MasterCard Debit Card. You may use your card to purchase goods and services anywhere your card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from another account or loan account, we may not pay the amount and may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines of the credit union (if applicable), applicable networks and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make deposits to your share draft account.
- Make withdrawals from your share account.
- Make withdrawals from your share draft account.
- Make transfers from your share account.
- Make transfers from your share draft account.
- Obtain balance information on your share account.
- Obtain balance information on your share draft account.
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept VISA.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitation on the frequency and amount of MasterCard Debit Card transactions may apply:

- Unlimited number of Check Card purchases per day. OR Limited to _____ Check Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- Maximum purchase amount of \$ _____ per day.
- Maximum \$ _____ for each transaction.
- Unlimited number of cash withdrawals from ATMs per day. OR Limited to _____ cash withdrawals from ATMs per day.
- Maximum withdrawal of \$ _____ from ATMs per day, if there are sufficient funds in the account.
- Unlimited number of POS transactions per day. OR Limited to _____ POS transactions per day.
- Maximum POS transactions of \$ _____ per day, if there are sufficient funds in the account.

2) Conditions of MasterCard Debit Card Services.

- **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 other 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.
- **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.
- **Security of Access Code.** You may use your access code with your MasterCard Debit Card. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw and transfer funds from any of your accounts. If you fail to maintain the security of this access code and the credit union suffers a loss, we may terminate your MasterCard Debit Card services immediately.
- **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all MasterCard Debit Card transactions to or from any share and share draft or loan accounts as provided in the Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is

authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners and the credit union may accept orders and instructions regarding any MasterCard Debit Card transaction on any account from any joint account owner.

3) Fees and Charges. There are certain fees and charges for MasterCard Debit Card services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. The following fees and charges will be deducted from your share draft account as applicable:

- We do not charge for any Check Card purchases at the present time. OR \$ _____ charge for Check Card purchases after _____ per month. OR \$ _____ charge for all Check Card purchases.
- We do not charge for any ATM withdrawals at the present time. OR \$ _____ charge for all ATM withdrawals. OR \$ _____ charge for ATM withdrawals after _____ per month. OR \$ _____ charge only for ATM withdrawals at machines we do not own. OR \$ _____ charge only for ATM withdrawals at machines we do not own after _____ per month.
- We do not charge for any POS transactions at the present time. OR \$ _____ charge for all POS transactions. OR \$ _____ charge for all POS transactions after _____ per month.
- Annual card fee of \$ _____.
- Replacement card fee of \$ _____.
- Replacement personal identification number fee of \$ _____.
- Non-sufficient funds fee of \$ _____.

4) Member Liability. Tell us at once if you believe your card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days, you can lose not more than \$50 if someone uses 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 we can prove that 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 30 days after the statement was mailed to you, you may not get back any money lost after the 30 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (000) 123-4567 or write to [Your Credit Union Name], 123 Credit Union Street, City/State/ZIP.

5) Right to Receive Documentation.

- **Periodic Statements.** Transfers and withdrawals made through any Check Card transaction will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **Transaction Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Check Card transaction with participating merchants.

- **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - As necessary to complete transactions; or
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; or
 - To comply with government agency or court orders; or
 - If you give us your written permission.

- **Business Days.** Our business days are Monday through Friday, excluding holidays.

- **Credit Union Liability for Failure to Make Transactions.** If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
 - For pre-authorized transfers, if through no fault of the credit union, the payment information for a pre-authorized transfer is not received.
 - If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
 - If you used your card or access code in an incorrect manner.
 - If the ATM where you are making the transfer does not have enough cash.
 - If the ATM was not working properly and you knew about the problem when you started the transaction.
 - If circumstances beyond our control (such as a flood, fire or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
 - If the error was caused by a system of any participating ATM network.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
 - Any other exceptions as established by the credit union.