

# **SUBURBAN FEDERAL CREDIT UNION**

## ***Debit Card Agreement and Disclosure***

This Debit Card agreement is the contract which covers your and our rights and responsibilities concerning the Debit Card services offered to you by Suburban Federal Credit Union ("Credit Union"). 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", "his" and "our" mean the Credit Union. The word "Card" means the Debit Card and any duplicates, renewals or substitutes we issue to you. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described below. By signing an application or account card for Debit Card Services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the Debit Card services offered. If approved, you may conduct any one or more of the Debit Card services offered by the Credit Union.

1. *Suburban Federal Credit Union Debit Card Program.* You may use your Card to purchase goods and services any place 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, we will 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, VISA or MasterCard Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts
- Obtain balance information from your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Make POS (Point-of -Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of Suburban Federal Credit Union Debit Card transactions may apply:

- There is no limit on the number of Suburban Federal Credit Union Debit Card purchases you make per day.
- Purchases amounts are limited to the amount of \$1000.00 your account per day.
- There is no limit to the number of cash withdrawals you make in any one day from an ATM machine
- There is a \$500.00 limit per day withdrawal from an ATM machine.
- You may transfer up to the available balance accounts at the time of the transfer.

2. *Conditions of Suburban Federal Credit Union Debit Card Program.*

- a. **Ownership of Cards.** Any Card or other device we supply to you is our property and must be returned to us, or to any person whom we authorize to handle the Card, immediately according to instructions. Card may be repossessed at any time at our discretion without demand or notice. You can not 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 credit to your account in lieu of a cash refund.
- c. **Security of Access Code.** You may use your access code with your Suburban Federal Credit Union 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 of your access code. You agree not to disclose, 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 or 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 Suburban Federal Credit Union Debit Card services immediately.

- d. **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 Suburban Federal Credit Union Debit Card transactions to or from any share and share draft or loan accounts as provided in 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 Suburban Federal Credit Union Debit Card transaction on any account from any joint account owner.
3. *Fees and Charges.* There are certain fees and charges for Suburban Federal Credit Union 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.
- Annual card fee of \$0.00
  - Replacement card fee of \$5.00 per card
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 (2) business days, you can lose not more than \$50.00 if someone uses your card without your permission. If you do not tell us within (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 you could lose as much as \$500.00.

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 lost after the (60) day 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:

(419) 531-9683

or write to:

Suburban Federal Credit Union  
5310 Elmer Dr  
Toledo OH 43615

5. *Right to Receive Documentation.*
  - a. **Periodic Statements.** Transfers and withdrawals made through any Debit 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 semi-annually.
  - b. **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 Debit Card transactions with participating merchants.
6. *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
  - If you give us your written permission.
7. *Business Days.* Our business days are Monday through Friday, excluding holidays.
8. *Credit Union Liability for Failure to Make Transfers.* 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 are liable for your losses or damages. However we will not be liable for direct or consequential damages in the following events:

For preauthorized transfer, if through no fault of the Credit Union, the payment information preauthorized transfer is not received. If, through no fault of ours, there is not enough money in your accounts to complete the transaction, funds in your accounts necessary to complete the transaction are held as uncollected funds or purposes 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 did not have enough cash.
- If the ATM was not working properly and you know about the problem when you started the transaction
- If circumstances beyond our control (such as fire, flood, 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 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

9. *Notices.* All notices from us will be effective when you 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 on this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail a notice to you at least twenty-one (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.

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 when the ATM or night deposit facility is used after dark.
- Close the entry door to any ATM facility equipped with a door.
- If another person is particularly close to you at the time of your transaction ask the person to step back before you complete your 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 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 ATM Card.
- Report all crimes to law enforcement officials immediately.

10. *Billing Errors*. In case of errors or questions about (Debit Card Program name here) transactions from your share and share draft accounts, 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 sixty (60) days after we sent the first statement on which the problem appears.

Call us at:

(419)531-9683

or write to:

Suburban Federal Credit Union  
5310 Elmer Dr.  
Toledo, OH 43615

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 why you need more information.

Tell us the total 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 within ten (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 forty-five (45) days to investigate your

complaint or question. If we decide to do this, we will re-credit your account within ten (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 ten (10) business days, we may not re-credit your account.

For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (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 the explanation of our finding within three (3) business days and the conclusion of our investigation. If you request, we provide you copies of documents (to the extent possible with the violating other members' rights to privacy) relied upon conclude that the error did not occur,

11. *Termination of Suburban Federal Credit Union Debit Card Program Services.* You may terminate this Agreement at any time 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 Debit Card Program name here services. Weather your or the Credit Union terminates this Agreement, the termination shall not affect your obligation under this Agreement for any electronic transaction made prior to termination.
12. *Governing Law.* This Agreement is governed by the Bylaws of the Credit Union, federal law and regulations, the laws and regulations of the state of OHIO and local clearinghouse rules, as amended from time to time. Any disputed 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 collect any over drawn 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.