

# Debit Card Terms and Conditions *(please print for your records)*

The Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the debit card services offered to you by Texas Partners Federal 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," "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. 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 Debit Card services offered.

## **Debit Card**

You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. 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 account, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any separate charges to the Credit Union. In the event of repeated overdrafts the Credit Union may terminate a service under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, VISA Networks, and such other machines or entities 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 for 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 Debit Card point-of-sale transactions may apply:

There is no limit on the number of Debit Card purchases you make per day.

Purchase amounts are limited to your account balance not to exceed \$1000 per 24 hour period.

The following limitations on the frequency and amount of Debit Card transactions at any ATM may apply:

You may make three (3) cash withdrawals in any one day from an ATM machine

You may withdraw up to a maximum of \$500 in a 24-hour period from an ATM machine.

When there are sufficient funds in your account, you may transfer up to the available balance in your accounts at the time of the transfer. See Section 2 for transfer limitations that may apply to these transactions.

## **Transfer Limitations**

For all share accounts, no more than six (6) preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

## **Conditions of 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 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 anytime 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.

## **Foreign Transactions**

### **VISA**

Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government mandatory rate or the wholesale rate in effect the day before the transaction processing date increase by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or card holder statement posting date.

Security of Access Code. You may use one or more access codes with your Debit Card. The access code issued to you are for your security purposes. Any codes issued to you are 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 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 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 Debit Card transactions to or from any share and share draft or loan accounts as provided in this 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 the Debit Card transaction on any account from any joint account owner.

4. Fees and Charges. There are certain fees and charges for Debit Card Services from time to time, the charges may be changed. We will notify you as required by applicable law. See fee schedule

If you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Member Liability. Tell us AT ONCE if you believe your Card 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 (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and is either a VISA or interlink transaction, you will have no liability for the transaction, unless you are grossly negligent with the handling of your card. If a transaction was made without your permission and is not a VISA or interlink transaction was made at an ATM or if you are grossly negligent in the handling of your card, your liability is determined as follows:

If you tell us within two (2) 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 (2) business days after you learn of the loss or theft of your card, 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 \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or 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:

(254) 526-3081  
Fax: (254) 526-0040  
Or write to:  
Texas Partners Federal Credit Union  
1011 Wales Drive  
Killeen, TX 76549

6. Right to Receive Documentation.

Periodic Statement. 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 which case you will receive a statement at least quarterly.

Terminal 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 transaction with a participating merchant.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

As necessary to complete transfers; 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; To comply with government agency or court order; or if you give us your written permission.

8. Business Days. Our business days are Monday through Saturday, excluding holidays.

9. Credit Union Liabilities 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

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 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 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.

10. 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 charge the terms and conditions upon which this service is offered. We will mail 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.

If another person is uncomfortably 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 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 ATM Card.

Report all crimes to law enforcement officials immediately.

11. Billing Errors. In case of errors or questions about electronic funds transfers 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:

(254) 526-3081

Fax: (254) 526-0040

Or write to:

Texas Partners Federal Credit Union

1011 Wales Drive

Killeen, TX 76549

Tell us your name and account number

Describe the electronic transfer you are unsure about, and explain as clearly as you're can why you believe the Credit Union has made an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us verbally 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 we'll 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 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 credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a

point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

\* If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. Termination of EFT Services. You may terminate this Agreement or any EFT service under 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. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchant making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminate this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

Governing Law. This Agreement is governed by the Bylaws of the Credit Union 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.

Enforcement. In the event either party brings a legal action to enforce the Agreement or contract 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 in any appeal, bankruptcy proceedings, and any post-judgment collection action, if applicable. If there is a lawsuit you agree that it maybe filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.