

## Columbus Metro Federal Credit Union Debit Card Agreement & Disclosure Statement

When "I," "my," or "mine" is used herein, it means the same as "we," "us," or "ours."

I have signed a Checking Agreement and received a Disclosure Statement with Columbus Metro Federal Credit Union authorizing the Credit Union to issue me a Debit MasterCard ("Card") to be used to request withdrawals from the Checking Account. I hereby request the Credit Union to also issue me a Personal Identification Number (PIN) to be used in conjunction with the card for electronic fund transfers. I understand the use of the PIN number and account number can constitute withdrawal orders. I understand that use of both the Card and the PIN is subject to the terms of the Checking Agreement/Disclosure Statement, Electronic Funds Transfer Statement, ATM agreement and the additional terms of this Agreement. By applying for a card, you are also applying for a PIN to access the ATM system to make electronic fund transfers. Please safeguard this PIN.

It is agreed that:

- RESPONSIBILITY FOR THE CARD** The Card(s) will be embossed with name(s) as I direct. I agree that the person whose name is embossed on a Card will immediately sign the Card (in the space provided on the back) and the signature will be in the same form as embossed on the Card. I will not permit any other person to use the Card(s). If I do allow any other person to use the Card(s), I will be responsible for all use of the Card(s) by the other person, until I get the Card(s) back, whether or not I have authorized that use or have previously notified the Credit Union that I will not be responsible for such use.
- CARD USE AND LIABILITY** I, and any person who is given a Card by me to use or retain or who is allowed to possess a Card by me shall be jointly and individually liable to the Credit Union to pay for all Purchases of goods and/or services and for all Cash obtained from use of an Account; NSF charges; and for any costs resulting from legal proceedings brought to enforce this Agreement. The Credit Union shall not be responsible for the refusal of any merchant, provider of services, bank or automated teller machine to honor any card. Each Card is the property of the Credit Union and its privileges may be terminated by the Credit Union at any time for any reason. All cards must be immediately surrendered upon demand by the Credit Union or its agents. Upon a communication from the Credit Union that the Account will be terminated and/or a demand for surrender of all cards of an Account, no further purchases or cash may be obtained, and use of an Account, after notice of termination, shall violate state law. A Cardholder may also terminate this Agreement at any time by surrendering all cards to the Credit Union which were issued to access the same selected accounts or services. Continued use of accounts and services accessed through a surrendered card will be controlled by the applicable account or the Checking Agreement/Disclosure Statement. Each Cardholder shall be jointly and severally liable for all amounts and charges owing the Credit Union which remain outstanding upon termination of this Agreement.
- 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 with merchants, financial institutions or others who honor the Card ("Card Withdrawal") is an order by me for the withdrawal of money from the Checking Account. Each Card withdrawal by me (or anyone else to whom I give the Card) may be charged to the Checking Account and will be treated as though it were a "Check" for purposes of the Checking Account Agreement except that:

- The Credit Union may charge withdrawals to the Checking Account in any order it determines, and if money is not sufficient to cover all withdrawals, the Credit Union may pay Card withdrawals and dishonor regular checks; and,
  - The Credit Union cannot honor stop payment requests on Card Withdrawals.
- OVERDRAFTS** I promise to reimburse the Credit Union immediately for the amount of any Card Withdrawal that it honors which cannot be paid out of the Checking Account (or through an overdraft transfer, as provided for in the Checking Agreement).
  - REFUSAL TO HONOR CARD** Even though my Checking Account may have a balance sufficient to cover a requested Card Withdrawal, I recognize the electronic terminals, merchants, financial institutions and others who accept the Card, or the account number on the Card, may not be able to determine my actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card Withdrawal, or for their retention of the Card.
  - LOST CARD NOTIFICATION** If I believe the Card, the Account Number, the PIN or any combination of the three has been lost or stolen or that someone has transferred or may transfer money from the Checking Account or other accounts without permission, I will immediately call the Credit Union at (614) 239-0210 or 1-800-986-3876. After hours and on weekends call 1-800-528-2273.
  - BUSINESS HOURS** The business hours at our Gahanna, Whitehall and Reynoldsburg Offices are Monday - Thursday, 9:00 a.m. to 4:00 p.m.; Friday, 9:00 a.m. to 5:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m. Hours at our DSCC and DFAS locations are Monday - Friday 9:00 a.m. to 4:00 p.m. ATMs operate 24 hours a day, seven days a week.
  - RETURNS AND ADJUSTMENTS** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by initiating a credit to the Credit Union, which will credit the amount to the Checking Account.
  - ACCOUNT INFORMATION DISCLOSURE** We will disclose information to third parties about your account transfers you make:
    - Where it is necessary for completing transfers;
    - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
    - In order to comply with government agency or court order; or,
    - If you give us your written permission.
  - TRANSACTION SLIPS** The monthly Statement for the Checking Account will identify the merchant, financial institution or electronic terminal at which Card Withdrawals were made, but sales, cash advance, credit or other slips cannot be returned with the statement. I will

retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips I may request.

- FOREIGN TRANSACTIONS** Card Withdrawals made in foreign countries and foreign currencies will be charged to your Checking Account in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by MasterCard International through whose facilities Card Withdrawals are handled.

A fee, calculated in U.S. dollars, may be imposed on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.
- LIABILITY FOR UNAUTHORIZED USE** I understand that my liability to the Credit Union, or responsibility for Card Withdrawals made from the Checking Account, resulting from the loss, theft, or other unauthorized use of the Card, account number on the card, PIN, or any combination of the three shall, subject to applicable law, be limited to \$0 if all of the following conditions are met:
  - I report the loss or theft of the card within 24 hours from the time it was discovered;
  - I demonstrate that I have exercised care with my card;
  - I have not reported two or more incidents of unauthorized use on my account within the preceding 12 months; and
  - My account is in good standing.

If these conditions are not met, my responsibility will be limited to the lesser of the actual loss or \$50.
- CARD OWNERSHIP** The card will remain the property of the Credit Union, and I agree to surrender the Card to the Credit Union at any time upon its request.
- CARD REISSUE** Debit Cards with no activity since the original issue date will not be renewed at expiration.
- EFFECT OF AGREEMENT** Even though the sales or credit slips I sign or receive when using the Card, the account number on the Card, PIN or any combination of the three may contain different terms, the Checking Account expanded by this Agreement, is the contract which solely applies to all transactions involving the Card. The Credit Union may amend these Agreements from time to time by providing me written notice at least 30 days prior to the effective date of the amendment. Notice to one Cardholder shall be effective notice to all joint Cardholders. My use of the Card or the account number on the Card thereafter will indicate agreement to the amendments.
- ENTIRE AGREEMENT** The written agreement is the final expression of the terms and conditions of my agreement with the Credit Union and may not be contradicted by evidence of any alleged oral agreement. This Agreement is governed by Ohio law except where preempted by federal law. If any terms in this Agreement cannot be legally enforced they will be considered changed to the extent necessary to comply with applicable law.

