



1410 Bywood Avenue
Upper Darby, PA 19082
610-734-1883 • www.udbell.org

DEBIT/ATM DISCLOSURE

This Debit/ATM card agreement is a contract that covers your and our rights and responsibilities concerning the services offered to you by the Upper Darby Belltelco Federal Credit Union. In this agreement, the words “you” and “yours” mean those who sign the application or account cards 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 may have with the Credit Union. The word “card” means the Master Money Debit/ATM card and any duplicates, renewals or substitutes we may issue to you. The words “access code” or “PIN” (Personal Identification Number) can be used interchangeably. Debit/ATM card transactions are electronically initiated transfers from or within your account through the card services described below. By signing this application or account card for the Debit/ATM card services, signing your card, or using any service, each of you, jointly and severally, AGREE to the terms and conditions of this Agreement and any amendments to the card services offered. Once approved, you may conduct any one or more of the services offered by the Credit Union.

1. UD Belltelco FCU Master Money Debit/ATM Card

You may use this Debit Card's features to purchase goods and/or services any place the Master Card is honored by merchants, worldwide. Funds to cover your card purchases will be deducted from your share draft account. If the balance of the account is not sufficient to cover the transaction amount, the overdraft protection service will cover the transaction. If overdraft funds are not available or the service is blocked due to activity, we will not pay the amount and may terminate all services under this agreement. You may also use the ATM feature of the card, in conjunction with your PIN, at any Automatic Teller Machine (ATM) that honor the MAC, CIRRUS, HONOR, or any other Master Card networks worldwide. At the present time you may use the card as follows:

- a. Obtain balance information on your accounts
- b. Request withdrawals from your accounts
- c. Transfer funds between sub-accounts
- d. Make Point of Sale (POS) transactions with participating merchants
- e. Order goods or services by mail or phone from anyone accepting Master Card

The following limitation on frequency and amount of the card transactions may apply:

- a. The Debit Card feature has a limit of fifteen (15) purchases that can be made in one day. The purchase amount is limited to \$1,500.00 of funds in your account.
- b. The ATM feature has a usage limit of fifteen (15) transactions per day including balance inquiries. ATM dollar withdraw limit is \$510.00.
- c. The standard ATM only card has a usage limit of five (5) transactions per day including balance inquiries. ATM dollar withdraw limit is \$710.00, with a maximum

\$310 cash withdraw and a maximum POS of \$510.00 when funds are drawn from a share draft account. A day is 3:00 p.m. of one day to 3:00 p.m. the following day.

2. Conditions of Card Agreement

- a. **Ownership of Cards:** Any card, or other device which we supply you, is our property and must be returned to us, or any other person who 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 any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring the Card:** Neither we nor the merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any device we supply 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.
- c. **Security of Access Code:** You may use your access code with your card. The access code is issued to you for your security. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with our card. You are responsible for the safe keeping of this code. You agree not to disclose or otherwise make your 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 your code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this code and the Credit Union suffers a loss, we will terminate your Card privileges immediately.
- d. **Joint Accounts:** If any of your accounts accessed under this Agreement are joint accounts, all owners, including any authorized users, shall be bound by this agreement and alone and together, shall be responsible for all card transactions to or from any account provided by this agreement. Each joint owner, without the consent of any other owner, may, and hereby is authorized by every other joint account owner, to make any transactions permutate under this agreement. Each is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any card transaction on any account from any joint owner.

3. Fees and Charges

There are certain fees and charges that apply to the UD Belltelco Master Money Debit/ATM Card services. These are listed in the yearly fee schedule, published in the January Newsletter and copies are available on demand from the Credit Union. If we make any changes to this schedule, we will notify you as required by applicable law. When you use an ATM, the ATM operator or network may charge you a fee (and you may be charged a fee for balance inquiries even if you do not complete a fund transfer).

4. Membership Liability

You are required to notify us at once if you believe your card or access code has been lost or stolen. Telephoning is the best way for keeping potential losses to a minimum. Potentially you could lose all the money in your account if you don't notify us promptly. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone uses your card without your permission. If you fail to notify us within this time period of the loss or theft of your card, and we can prove that we could have stopped these transactions, you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, you must notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get your money back, if we can prove that we could have stopped the loss if you had notified us during the time period. If a good reason, such as a hospital stay, kept you from notifying us, we may extend the time period. If you believe your card has been stolen or that someone has or may transfer money from your account without your permission, notify us immediately at (610) 734-1883 or write us at:

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5. Right to Receive Documents

- a. Periodic Statement – Transfers and withdrawals made through any card transaction will be recorded on your statement. You will receive monthly statements to review and verify all transactions.
- b. Transaction receipt – You will get a receipt at the time you make any transaction, except inquiries, involving our account when you use an ATM, make a POS or debit card transaction at participating merchants. These slips should be saved for verification purposes.

6. Account Information Disclosure

We will disclose information about your account to third parties in the following situations:

- a. As necessary to complete a transaction
- b. To verify the existence of sufficient funds to cover a transaction upon the request of a third party, such as, the Credit Bureau or merchant.
- c. To comply with government agencies or court orders.
- d. If you give us written permission.

7. Business Hours

Your Credit Union is open Monday, Tuesday, Thursday and Friday between 9:00 a.m. and 3:00 p.m. and Wednesday between 9:00 a.m. and 6:00 p.m.

8. Credit Union Liability

If we fail to complete a transaction to or from your account in a timely manner or in the correct amount according to our agreement with you, you may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- a. If, through no fault of the Credit Union, a payment for a pre-authorized transfer is not received.
- b. If, through no fault of the Credit Union, there is not enough money in your accounts to complete the transaction. This excludes funds in your account that are held as uncollectable or pursuant to our Funds Availability Policy.
- c. If you use your card or access code in an incorrect manner.
- d. If the ATM does not have enough cash to complete the transaction.
- e. If an ATM is not working properly and you were aware of a problem when you started the transaction.
- f. If circumstances beyond our control, such as fire, flood, power failure, etc., prevented the transaction.
- g. If the money in your account is subject to legal proceedings or other claims.
- h. If funds in your account are pledged as collateral or frozen for a delinquent loan.
- i. If the error is caused by the ATM system or network.
- j. Any other exceptions as established by the Credit Union.

9. Notices

All notices sent from us will be effective when we have mailed them or delivered them to your last known address in our files. 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 you a notice 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's account and any future changes to those regulations. The following is a list of safety precautions regarding the use of ATM's.

- a. Be aware of your surroundings, especially at night.
- b. At night consider having someone accompany you to the ATM.
- c. If another person is uncomfortably close to you at the ATM, ask the person to step back before you complete the transaction.
- d. Refrain from counting your cash at the ATM. Place it in your purse or pocket and count in the safety of your car or home.
- e. Do not write your PIN on your card.
- f. If you notice anything suspicious in the area of the ATM, consider going to another location. If you are in the middle of a transaction, cancel it and take your card and leave.
- g. If you are followed when leaving an ATM, go to the nearest public area where people are located.
- h. Report all crimes to law enforcement officials immediately.

10. Billing Errors

In case of errors, or you have questions about your account or statement, call or write us as shown in section 4 of this agreement. We must hear from you within sixty (60) days after we sent you the statement in question. When contacting us, please provide the following information:

- a. Your name and account number.
- b. Describe the problem in detail and explain as clearly as you can what was the cause of the problem and where the responsibility lies.
- c. Tell us the dollar amount of the error.

If you call us, we may require that you send us the problem or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days from the time we hear from you and we will correct any errors promptly. If we need additional time, however, we may take up to forty-five (45) calendar days to complete our investigation. If we decide to do this, we will credit your account within ten (10) business days for the amount of the discrepancy so that you will have the use of it during the investigation. If we ask you to put the complaint in writing and we do not receive it within ten (10) business days, we will not credit your account.

For transactions initiated outside the United States, we will take either twenty (20) business days or ninety (90) calendar days as required, unless otherwise required by law, to investigate and resolve your complaint. If our investigation proves that an error did not occur, we will mail you an explanation of findings within three (3) business days after its completion. If you request, we will provide you with copies of all documentation used in our investigation, to the extent if possible, without violating other members' or individual's privacy rights.

11. Termination of the Master Money Debit/ATM Card

You may terminate this agreement at any time by notifying the Credit Union in writing of your intention. You must return all cards with the termination of the agreement. We may terminate this agreement at any time by notifying you either orally or in writing. Also, after the notification we will reprogram our system not to accept your card or access code. Whether you or the Credit Union terminates this agreement, the termination does not affect your obligations under this agreement for any transactions made prior to termination.

12. Governing Laws

This agreement is governed by the bylaws and policies of the Credit Union, Federal laws and regulations, the laws and regulations of the Commonwealth of Pennsylvania and local clearing house regulations, including any amendments that may take place. Any disputes with this agreement shall be subject to the jurisdiction of the courts of Delaware County, Pennsylvania.

13. Enforcement

In the event either party brings legal action to enforce this agreement or to collect any overdrawn funds, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees and costs. This would be subject to any applicable laws and include fees of any appeal, bankrupt proceedings and any post judgement collection action that are applicable. If there is a lawsuit, you agree that it may be filed and heard in the courts of Delaware County, Pennsylvania, if at all possible.