

shall be subject to the terms of the Agreement and the rules and regulations of the account(s) with you to which the transaction is charged or credited.

II. ATM and Personal Identification Number (“PIN”)

I understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the PIN which I have selected or which is assigned to me when used with my Card is my signature, identifies the bearer of the Card to the ATM and authenticates and validates the directions given just as my actual signature and other proof identify me and authenticate and validate my directions to a human teller. I acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the Card is a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN.

I also understand that reasonable precautions include, but are not limited to, the following:

- I agree not to tell or disclose my PIN to any other person.
- I agree not to write PIN on the Card(s) issued to me.
- I agree not to keep a written record of my PIN near my Card(s). This means that I agree not to keep my PIN in the same wallet, cardholder envelope or place where I keep my Card(s).

III. Liability for Unauthorized Transaction

I agree to contact you at once if I believe my Card(s) or PIN has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within sixty (60) days after the statement was mailed to me, I may not get back any money lost after that time. I AGREE THAT IF I GIVE MY CARD AND PIN TO SOMEONE ELSE TO USE, I AM RESPONSIBLE FOR ANY USE OF THE CARD BY THEM.

IV. How to contact the Credit Union

I should contact the credit union immediately, if an unauthorized transfer from my account has occurred, or if I believe my Card has been lost or stolen, by phoning:

**SECNY Federal Credit Union
(315) 469-5599**

V. Charges

I agree to pay the charges or transaction fees which are charged by you for this service from time to time.

VI. Deposits

I agree that when I deposit a check, share draft or other non-cash item, you have the right to collect those funds before you make the money available to me. If I deliver cash, checks or other items to an ATM operated by another financial institution for transmission to you for deposit in my account. I agree that my account does not have to be credited with that deposit until such time as the deposit is actually received by you and the funds are collected.

VII. Liability

If a Card is issued for a joint account, we agree to be jointly and severally liable under the terms of this Agreement.

I agree that if I make deposits to my account(s) with items other than cash, and you make funds available to me from such deposits

prior to their collection, I agree to pay to you any amount of such funds which are not collected.

VIII. Ownership

I agree that the Card is your property and will be surrendered upon your request.

IX. Disclosures

I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement.

X. Purchase Transactions

I further understand I may use the Card to purchase goods and services at any retail establishment where they are accepted. If I use the Card to make a purchase, I shall be requesting you to withdraw funds in the amount of such purchase from my share draft or share account and directing or ordering you to pay such funds to the merchant.

Member shares insured to \$250,000 per account by the National Credit Union Administration, a U.S. Government Agency.

B. SECNY DEBIT CARD

In addition to the General Provisions in Part A, the following applies to EFTs made through your SECNY Debit Card .

1. PURCHASE TRANSACTIONS

You may use the SECNY Debit Card at any retail establishment (Merchant) where MasterCard cards are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant (“Purchase”). Transactions will require either entry of your PIN or may require your signature authorization. The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your primary Transaction (Checking) Account. When you make a purchase using the SECNY Debit Card, you will be requesting us to withdraw funds from your selected primary Transaction (Checking) Account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any purchase refund made by a Merchant will be posted to your primary Transaction (Checking) Account.

In addition to the services listed above, you may use the SECNY Debit Card as follows:

- At any financial institution that honors MasterCard to obtain a checking account cash advance. (Cash advances may not exceed your daily authorization limit and will be charged to your primary checking account).
- To purchase goods and services from merchants who display the MasterCard service mark. Purchases may not exceed your daily authorization limit and will be charged against your primary checking account. To the extent that you have used the SECNY Debit Card to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred, initially, in a different currency.
- If you have a Health Savings Account (HSA) Debit Card, the amount of any transaction made with the card will be charged to your HSA and considered to be a normal distribution for reporting purposes.

2. LIMITATION ON THE USE OF YOUR SECNY DEBIT CARD

Including the amount that you may withdraw in cash each day from an ATM (refer to ATM services section), you may use the SECNY Debit Card to make purchases per 24-hour period. Furthermore, purchase refunds will be posted to the available balances in your Primary Transaction Account. Purchase and withdrawal limits occur during a 24-hour period. There are also certain limitations on the frequency use of the SECNY Debit Card. These limitations are imposed and not revealed for security purposes.

You will be denied use of the SECNY Debit Card if you (i) exceed the daily withdrawal or purchase limit, (ii) do not have adequate funds available in your account, (iii) do not enter the correct PIN or (iv) exceed the frequency of usage limitation. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in machine retention of your SECNY Debit Card at an ATM. The number of attempts that result in machine retention of your SECNY Debit Card is not revealed for security reasons.

3. CARDHOLDER’S LIABILITY FOR UNAUTHORIZED USE OF SECNY DEBIT CARD

For unauthorized Debit purchase transactions on your lost or stolen SECNY Debit Card, if you report the loss or theft of the card to us within 48 hours of discovery that the card was lost or stolen, you have \$0 (zero) liability. If you report the loss or theft of the card beyond 48 hours of discovery that the card was lost or stolen, \$50 (fifty) is the maximum you can lose if someone uses your card. These liability limits relate only to MasterCard transactions and are inapplicable to non-MasterCard transactions. These liability limits do not apply if it is determined that you were negligent or fraudulent in the handling of your account or card.

I agree that if I give my card and/or PIN to someone else to use, I am subsequently responsible for any and all transactions either authorized by signature or PIN processed with my card.

4. REPORTING LOST OR STOLEN DEBIT CARDS

If you believe your Debit Card is lost or stolen, or your PIN is known by someone other than yourself, you should notify us immediately by calling the Credit Union during business hours at: (315) 469-5599 or after normal business hours 24 hours a day at 1-800-472-3272.

EFFECTIVE 6/2019

SECNY

Federal Credit Union

Serving Everyone in Central New York

**4727 West Seneca Turnpike
PO Box 15040
Syracuse, NY 13215-0040**

DISCLOSURES OF TERMS AND CONDITIONS FOR ELECTRONIC FUNDS TRANSFER TRANSACTIONS

A. GENERAL PROVISIONS

The purpose of this Disclosure Statement is to inform you of certain rights which you have under the Electronic Funds Transfer Act, Regulation E.

1. DEFINITION AND IDENTIFICATION OF TERMINALS AVAILABLE TO CARDHOLDERS

For purposes of this Disclosures Terms and Conditions, a “terminal” includes automated teller machines (ATMs), point of banking (“POB”) terminals and point of sale (“POS”) terminals (special store terminals at which payment for purchases may be made). POB and POS terminals are used with the assistance of a retail store clerk or other operator. An ATM terminal can be used without the assistance of another person.

2. TYPES OF AVAILABLE TRANSFERS

I. You may use your Credit Union Debit Card (“Card”) with your Personal Identification Number (PIN) to conduct any of the following transactions:

- withdraw cash from your primary share draft or share account
- deposit cash, checks or drafts to your primary share draft or share account
- transfer funds between the primary share and sharedraft upon your request
- pay for purchases at places that accept the Card
- pay bills directly from your primary share draft or share account
- some of these services may not be available at all terminals

#3413843

II. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using the information from your check to:

- (i) Pay for purchases
- (ii) Pay bills

3. OTHER NETWORK TRANSACTION ACCESS

From time to time, we may make arrangements with other networks to grant card access. We shall inform you when such arrangements are made, describe the services which are available to you and discuss the charges that may be incurred at that time.

4. LIMITATIONS OF DOLLAR AMOUNT AND FREQUENCY OF TRANSACTIONS

There are certain limitations on the frequency of use of the SECNY Debit Card at ATMs each day. These limitations are imposed and not revealed for security purposes.

You will be denied the use of your Card if you exceed the daily withdrawal limit, frequency limit, do not have adequate funds available in your account, or you do not enter the correct Personal Identification Number. The receipt provided by the terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of your Card. The number of attempts that result in machine retention is not revealed for security reasons.

5. NOTIFICATION OF EVENT OF LOSS OR UNAUTHORIZED TRANSFER

If you believe your Card or Personal Identification Number has been lost or stolen or if you believe a transfer has been made using the information from your check without permission or that an unauthorized transfer from any of your accounts has occurred or may occur, please contact the Credit Union immediately by calling (315) 469-5599 or writing to:

**SECNY Federal Credit Union, 4727 West Seneca Turnpike
PO Box 15040, Syracuse, NY 13215-0040**

Your current card will be blocked. Per written request we will reissue a new card.

6. CHARGES FOR TRANSACTIONS

There are no monthly charges to maintain your Debit Card.

There are no charges for transactions performed at SECNY-owned ATMs or other surcharge-free ATM networks the Credit Union may from time to time participate in. A charge of \$2.00 will be assessed for each withdrawal and a charge of \$1.00 assessed for each balance inquiry performed at any ATM not owned by SECNY or part of a surcharge-free ATM network in which the Credit Union is participating.

International Fees: Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date

the transaction occurred or was posted to your account. A fee of up to 1.00% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

7. DEPOSIT AND PAYMENT INFORMATION

(This information is applicable for Full Function Depository ATM Units only). Deposits and payments made at the terminal are posted to your account(s) according to the rules and regulations of those account(s). Deposits of checks or payments by check will be made available in accordance with the Credit Union's current Funds Availability Policy.

8. YOUR RIGHTS TO RECEIVE DOCUMENTATION OF THESE TRANSACTIONS

You will receive a printed receipt for each transaction which you make at the time of the transaction. You will receive a monthly statement showing the status of your account(s), transactions made during the last month and any changes which we may impose for such services or transactions.

9. LIABILITY FOR UNAUTHORIZED TRANSFERS

CONTACT US IMMEDIATELY if you believe your Card or Personal Identification Number has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us at the Credit Union's phone number is the best way of keeping your losses to a minimum.

You could lose all the money in your account(s) if you take no action to notify us of the loss of your Card or PIN. If you notify us of the loss, your liability will be as follows:

- a) If you contact us within two (2) business days of the loss or discovery of the loss, you can lose no more than \$50.00 if someone used your Card and Personal Identification Number without your permission.
- b) If someone used your Card and Personal Identification Number without your permission you could lose as much as \$500 if you do NOT contact us within two (2) business days after you learn of the loss and we can prove that you have prevented the loss if you had contacted us.
- c) For transactions performed at an ATM, your liability for unauthorized transactions is zero.

These limits do not apply if it is determined that you were negligent or fraudulent in the handling of your account, card or PIN.

10. BUSINESS DAYS

Our business days are Monday through Friday 8:30am-5:00pm. Saturdays, Sundays and Holidays are not considered business days even though certain offices of the Credit Union may be open.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Call us at (315) 469-5599 or write us at:

**SECNY Federal Credit Union
4727 West Seneca Turnpike
PO Box 15040
Syracuse, NY 13215-0040**

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- a) Tell us your name, account number and Card number
- b) Describe the error you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information and
- c) Tell us the dollar amount of the suspected error

If you tell us orally, we 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 use of the money during the time it takes for us to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account.

If we decide that there is 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 use in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

12. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information about your account or the transactions you make to third parties:

- a) where it is necessary to complete transactions
- b) to verify the existence and standing of your account with us upon the request of a third party such as a credit bureau
- c) to comply with government agency or court orders
- d) in accordance with your written permission
- e) in order to comply with government or administrative agency summonses, subpoenas or orders, or court orders
- f) on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

13. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER TRANSACTION

If we fail to complete a transaction to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for damages caused by our failure unless:

- a) there are insufficient funds in your account to complete the transaction through no fault of ours
- b) the funds in your account are uncollected
- c) the funds in your account are subject to legal process
- d) the transaction you request would exceed the funds in your account plus any available overdraft credit
- e) the terminal has insufficient cash to complete the transaction

- f) your Card has been reported lost or stolen and you are using the reported Card
- g) we have a reason to believe that the transaction requested is unauthorized
- h) the failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal
- i) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken
- j) you attempt to complete a transaction at a terminal which is not a permissible transaction listed above or
- k) the transaction would exceed security limitations on the use of your Card

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bonafide error despite our procedures to avoid such errors.

14. OTHER TERMS AND CONDITIONS

A) Use and Care of the Card-If you use the card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. You may not stop payment on any transaction made with the Card. Use of the Card is also subject to the rules of the government agencies which regulates credit unions. You will take proper care of your Card, ensuring that the PIN is not given to any other person or written on the Card. You will not allow any other person to use the Card. If it is lost or stolen, you will notify the credit union immediately.

B) Overdrawing your Account-You agree that you will not use the Card to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request and the current fee for overdrafts. This paragraph does not apply to overdraft protection on share draft accounts and Overdraft Protection Line of Credit.

C) If we initiate any legal action to collect money owed to us under this agreement, including any counter claim, you agree to pay all our costs for such action including any reasonable attorneys' fees. The provision does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs.

15. AMENDMENTS AND CANCELLATION

The credit union has the right to amend/change or cancel the services offered from time to time. We will notify you at least thirty (30) days before a change will take effect if it will cause you greater costs or liability if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons. If the credit union does cancel your card, it will be your obligation to promptly return all outstanding cards.

In exchange for being issued a CREDIT UNION Debit Card ("Card"), I (we) agree to be legally bound by the following terms and conditions:

I. Accounts

I hereby request that you issue to me one or more Card(s) to be used at AUTOMATED TELLER MACHINES ("ATMs"), to (1) withdraw cash from, (2) make or arrange for deposits in, or to obtain other services now offered or which may later be added in connection with my account(s). I agree that each ATM transaction