

USSCO CHECK CARD AGREEMENT

In this Agreement, the words “Credit Union” mean USSCO Johnstown Federal Credit Union; “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the USSCO Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; and “Account” means your Checking Account (or Share Draft Account) with the USSCO Johnstown Federal Credit Union.

1) Issuance of Card. You have requested the Credit Union to issue you a card that can be used to access funds in your account. The Credit Union will issue you a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it down where it is available to others.

2) Card Withdrawals. Use of the Card, the account number on the Card, the PIN, or any combination of the three to make purchases, payments, or cash withdrawals from merchants, financial institutions, Automated Teller Machines (ATMs) or others who honor the Card is an order by you to withdraw shares from the Checking Account. Each Card Withdrawal by you, or by anyone to whom you have given the Card, may be charged to the Checking Account and will be treated as though it were a share draft except that:

- a) The Credit Union may charge Card Withdrawals to the Checking Account in any order it determines, and if shares are not sufficient to cover all withdrawals, the Credit Union may pay Card Withdrawals and dishonor regular share drafts; and
- b) The Credit Union cannot honor stop payment requests on Card Withdrawals.

You agree that you will not use your Card to withdraw amounts of money in excess of your combined Checking and Savings Account balances.

ATM Network Withdrawal Limits: The maximum daily cash withdrawal limit is \$300. Other limits may apply depending on the specific ATM machine used. Those limits are set by the machine owner. There is a maximum of three ATM withdrawals and nine point of sale transactions within a 24 hour period. If the total number of ATM cash withdrawals exceed 5 in any given month, you will be charged .75 for each cash withdrawal in excess of 5. **Signature Point of Sale Transaction Limits:** The Maximum Purchase limit per Signature Point-of-Sale transactions is \$2500 over a 3-day hold period.

3) Overdrafts. Overdraft protection is available from your Regular Share Account under the same member number as your Checking Account. If a transfer of funds from your Savings Account occurs to cover an overdraft, you will be charged a \$1.00 transfer fee. If funds are not available for transfer to cover an overdraft, you will be charged a \$30.00 courtesy overdraft fee.

You agree to reimburse the Credit Union immediately for the amount of any share draft or Card Withdrawal that it honors which cannot be paid out of the Checking Account or through an overdraft transfer as provided for in this Agreement. You hereby agree to authorize the Credit Union to debit any of your accounts not so overdrawn and thereby cover your unauthorized Card Withdrawals.

To the extent permitted by law, you also agree to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

4) Authorization. We will treat each transaction made at any terminal location with your Card and PIN as having been made or authorized by you. If the Account to which the Card relates is a joint account, all card withdrawals will be binding on all parties to the Account.

5) Refusal to Honor Card. You will have full access to funds on deposit in your Checking and Savings accounts, unless any of your Credit Union loans are delinquent. In which case, the Credit Union will not honor any Card Withdrawals. However, you recognize that electronic terminals, merchants, financial institutions and others who honor the Card may not be able to determine your actual available balances. 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.

6) Service Fees and Other Charges. At present, there is no annual fee for the USSCO Check Card, with an active checking account, however, the Credit Union reserves the right to assess an annual fee or transaction fee in the future. Notification of such a charge will be given as required by law. By use of this card, you may be subject to other service fees in accordance with the Credit Union's current Fee Schedule. These other fees may include:

Card without checking account	\$1.00 per month
Courtesy Overdraft Protection Fee	\$30.00
Overdraft transfer from Savings	\$1.00
Transaction using pin in excess of 5 per month	.75c per withdrawal
Card Replacement Fee	\$3.00

The Credit Union reserves the right to assess other charges and the right to change any charges it may deem necessary in the future. Notification of any such fees will be given as required by law. To the extent permitted by law, you also agree to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

7) Lost Card Notification. If you 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 your permission, you agree to immediately call our toll-free, 24 hours per day, Hot Card Service Center at 1-800-554-8969.

8) Transactions 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 withdrawal, credit vouchers or other slips you sign or receive cannot be returned with the statement. You 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 you may request.

9) Deposits. If there is a discrepancy between the amount we find at an automated terminal in your deposit envelope and the amount you state as being in the deposit, we will credit you with the amount found in the deposit envelope. A 3 day hold is placed on all deposited funds.

10) 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 that amount to the Checking Account. **The Credit Union cannot honor stop payment requests on Card Withdrawals.**

11) Foreign Transactions. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government mandated rate in effect for the applicable central processing date. The exchange 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.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. 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.

12) Cancellation. The Card is the property of the Credit Union and you agree to immediately surrender the Card to the Credit Union upon its request. You shall have the right to cancel the Card and PIN at any time upon giving the Credit Union written notice and by returning the Card to the Credit Union.

13) Effect of Agreement. This Agreement is the contract which solely applies to all transactions involving the Card, even though different terms may be contained on the sales, cash withdrawal, credit vouchers or other slips you sign or receive when using the Card, the account number on the Card, the PIN, or any combination of the three. The Credit Union may amend this Agreement from time to time by providing you written notice at least 21 days prior to the effective date of the amendment, if prior notice is required by law. Your use of the Card or the account number on the Card thereafter will indicate agreement to the amendments.

14) Credit Information. You authorize the Credit Union to investigate your credit standing when opening, renewing or reviewing your account, and you authorize the Credit Union to disclose information regarding your Account to credit bureaus and other creditors who inquire about your credit standing, to the extent authorized in the Credit Union's bylaws.

15) Disclose Information. You acknowledge receipt of a copy of this agreement and of a copy of the notice of terms and conditions pursuant to the Electronic Fund Transfer Act. Your liability for unauthorized transactions is set forth in this notice and the Credit Union's limitations on liability are also set forth in this notice.

Your Rights and Responsibilities Electronic or Automated Transactions

Regulation E Disclosure

Electronic or automated transactions have some unique characteristics and require special clarification of the existing consumer protection laws. Electronic funds transfer means a transfer of funds other than a transaction using a check, draft, or similar paper instrument that is done through an electronic terminal, telephone, magnetic tape, or computer to charge or credit your account. Examples of this would be your use of any Automated Teller Machine (ATM) or direct deposit of your pay or Social Security, or pre-authorized payments from your account.

This disclosure outlines the basic rights, liabilities and responsibilities stated in the Electronic Fund Transfer Act and Regulation E. All individual consumers and financial institutions who use or provide electronic funds transfer services are thus regulated and protected by this law.

Your Liability

You are responsible for all transfers you authorize using your VISA Debit Card under this Agreement. If you permit other persons to use your Card you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card has been lost or stolen or if you believe someone has used your Card or otherwise accessed your accounts with us without your authority. Telephoning is

the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us that your Card has been lost or stolen within two (2) business days of your discovery, you may not be liable for any losses. If you notify us that your Card has been lost or stolen after two (2) business days of your discovery, your maximum liability for losses to your account may be up to \$50.00. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your VISA Debit Card and that you provide us with a written statement regarding your claim of unauthorized VISA Debit Card use, otherwise the liability limits set forth below may apply. If you fail to satisfy the conditions above, and if you tell us within two (2) business days of discovery that your Card has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn that your Card has been lost or stolen or that there has been unauthorized use of your Card and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00.

Also, if your statement shows VISA Debit Card transactions 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 be liable for the following amounts if we can prove that we could have stopped someone from making the transactions if you had told us in time: (I) if you satisfy the conditions above; up to the limits set forth above; and (II) if you fail to satisfy the conditions above; up to the full amount of the loss. 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 or write us at the telephone number/address on your statement.

Types and Limits of Transfers

At designated ATMs you may use your USSCO Check Card and PIN to

- 1) Withdraw cash to a maximum of \$300 per day from your checking or savings accounts. (Available at any Plus, Star, Accel/Exchange, Honor or Visa ATM).*
- 2) Make deposits to your checking or savings accounts. (Available at any Star ATM). A 3 day hold is placed on deposited funds.
- 3) Transfer funds between your checking and savings accounts under the same member number. (Available at any Plus, Star ATM).
- 4) Pay for purchases with your USSCO Check Card at places that are authorized to accept Visa Debit transactions.

*Card withdrawals made in foreign countries and foreign currencies will be charged to the checking account in U.S. Dollars.

Charges for Electronic Fund Transfers

If the total number of transactions using your card and pin exceed 5 in any given month you will be charged .75 for each transaction in excess of 5.

Right to Receive Documentation

Each time you activate a 24-hour teller machine or point-of-sale terminal or make a purchase by use of your USSCO Check Card and PIN, a receipt is generated and dispensed to you.

If you are a recipient of direct deposits (automatic payroll deposits, government deposits, etc.) you may call the USSCO Credit Union at (814) 266-4987 to verify any deposits that have been made to your account. You will receive a statement monthly that will reflect electronic funds activity.

Disclosure of Account Information to Third Parties

We will not disclose information to third parties about your account or the transfers you make unless:

- 1) It is necessary for completing transfers, or
- 2) It is necessary to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- 3) We are required to comply with a valid request from a governmental agency, or a validly issued subpoena or court order, or
- 4) You gave us your written permission.

Pre-authorized Payments

Pre-authorized electronic transfers from your account to other parties must be authorized by you in writing, and you must be provided with a copy by the party that obtains the authorizations from you. **To cancel any authorization, you should contact the party to whom authorization was given.** If funds are not available from your account for a Pre-authorized payment and the payment is returned, a \$30.00 return fee will be charged to your account. If funds must be transferred from another account to pay the Pre-authorized payment, you will be charged a \$1.00 overdraft fee. If the credit union elects to honor the preauthorized payment you will be charged a \$30.00 courtesy overdraft fee.

If regular payments may vary in amount, such as a utility bill, **the party you are going to pay** will tell you 10 days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Stop Payments of Pre-authorized Payments

If you have pre-authorized regular payments to be taken out of your account, you can stop any of these pre-authorization payments. Here's how: Call us at (814)266-4987 or write us at USSCO Federal Credit Union, 532 Oakridge Drive, Johnstown, PA 15904, in time for us to receive your request three business days or more before the pre-authorization payment is scheduled to be made. If you call, we will require you to put your request in writing and deliver it to us before we honor the stop payment request. There will be a \$15.00 charge to you for each stop payment order you give, in accordance with our current fee schedule.

If you order us to stop one of these pre-authorized payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(Stop payment requests cannot be honored on USSCO Check Card transactions.)

Credit Union Liability

If we do not properly complete a pre-authorized transfer to or from your account according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example:

- If, through no fault of ours, your account does not contain enough money to make the transfer.
- If the automated teller machine where you made the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If your funds are subject to legal action.
- If circumstances beyond our control such as fire or flood prevent the transfer.
- There may be other exceptions stated in our agreement with you.
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Error Resolution

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFER (EFTS), telephone us as (814) 266-4987 or write us at USSCO Federal Credit Union 532 Oakridge Drive, Johnstown, PA 15904 as soon as you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You should:

- 1) Tell us your name and account number,
- 2) describe the error or the transfer 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,
- 3) tell us the dollar amount and the date of the suspected error.

If you tell us orally, we may ask that you send us your complaint or questions in writing within 10 business days.

We will tell you the results of our investigation within ten 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 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (five business days for Visa Debit Card purchases) 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 questions in writing and we do not receive it within ten business days, we may not recredit your account.

If the EFT in question was at POS terminal or took place outside the United States and its territories, we will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten 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 decide that there was not an error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Amendments

The information contained in this agreement is accurate as of 10/06 and may have changed after that date. For current information, call us at (814) 266-4987.

We reserve the right to alter, amend, or rescind these terms and conditions at any time hereafter, but effective only upon 21 days written notice if the change will result in increased fees or charges to you, increased liability, fewer types of Electronic Fund Transfer services, or stricter limitations on the frequency or dollar amount of transfers.

Revised as of 10/06