

## HRCU ATM Card and ATM/Debit Card Disclosure & Agreement Statement

In this *Disclosure and Agreement Statement*, the words “you” and “your” mean each and all who apply for the *HRCU ATM Card(s)*, *HRCU Debit Card(s)* or *Premier Business Debit Card(s)* and who signs the application. “Card” means *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* and any duplicate we may issue. “Account” or “accounts” means all accounts you choose on the application to allow card access. “We,” “us,” and “ours” means Holy Rosary Credit Union (HRCU).

### 1. USES OF THE DEBIT CARD

If we issue you a card(s) you may use the *HRCU Debit Card* or *Premier Business Debit Card* in the following ways:

- A. With your Personal Identification Number (PIN):
  - 1) At any automatic teller machine (ATM) that bears the ACCEL/ Exchange® logo, or at any retail establishment (merchant) where debit cards are accepted to purchase goods and services or to obtain cash (Purchase). You may also use it to transfer money between accounts and to obtain balances (personal accounts only).
  - 2) You may use ATMs throughout the United States and in certain foreign countries which bear the ACCEL/Exchange® or CIRRUS® name and logo (CIRRUS ATM) to make withdrawals. The *HRCU Debit Card* may also be used to transfer money between accounts and to obtain balances.
  - 3) You may use the *HRCU Debit Card* or *Premier Business Debit Card* at CO-OP® ATMs located throughout the United States to make withdrawals. The *HRCU Debit Card* may also be used to transfer money between accounts and obtain balances on only the primary account of each type listed on your application.
  - 4) At any ATM that displays the VISA® name or logo.
- B. Without your Personal Identification Number (PIN):
  - 1) By signing a VISA® sales slip at any merchant or retail establishment where the VISA® cards are accepted to purchase goods and services or to obtain cash. Signatures are not required if under a dollar limit set by VISA.
  - 2) At an automated VISA® merchant machine, where VISA® cards are accepted to purchase goods and services.
- C. You request that we provide to you such other services or access to other ATM systems or networks using the *HRCU Debit Card* or *Premier Business Debit Card* which we make available and which we advise you are offered in connection with your accounts set forth on your application. You also understand that should you request in writing that we provide access to additional accounts of yours through the *HRCU Debit Card* or *Premier Business Debit Card* we have issued to you, that you will be bound by the rules and regulations described in this agreement.

### 2. USES OF THE ATM CARD

If we issue you a card(s) you may use the *HRCU ATM Card* in the following ways:

- A. You may use the *HRCU ATM Card* with your Personal Identification Number (PIN) at an ACCEL/Exchange® automated teller machine (ATM) to obtain cash (Purchase). You may also use it to obtain balances.
- B. You may use automated teller machines throughout the United States and in certain foreign countries which bear the CIRRUS® name and logo (CIRRUS ATM) to make withdrawals and to obtain balances on only the account listed on your application.
- C. You may use CO-OP® ATMs located throughout the United States to make withdrawals and obtain balances on only the account listed on your application.
- D. You request that we provide to you such other services or access to other ATM systems or networks using the *HRCU ATM Card* which we make available and which we advise you are offered in connection with your account(s) set forth on your application. You also understand that should you request in writing that we provide access to additional accounts of yours through the *HRCU ATM Card* we have issued to you, that you will be bound by the rules and regulations described in this agreement.

### 3. USE OF PERSONAL IDENTIFICATION NUMBER (PIN) / SIGNATURE TRANSACTION

You understand that ACCEL/Exchange®, CIRRUS®, CO-OP®, or VISA® ATMs are automated tellers. You acknowledge that when you use your Personal Identification Number (PIN) in conjunction with your *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card*, the PIN is your signature and identifies the bearer of the card to the ATM network and authenticates and validates the direction given to a human teller. You also understand that a merchant which accepts the *HRCU Debit Card* or *Premier Business Debit Card* may validate the purchase in one of the following ways:

- A. By use of your PIN, if the merchant is using the ACCEL/Exchange® network for authorization.
- B. By use of a signed authorization slip, if the merchant is using VISA® network for authorization.
- C. By authorization through the VISA® network.

You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with your *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* is a security method by which you are the security of your account. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NOBODY ELSE LEARNS YOUR PIN.

### 4. AUTHORIZED TRANSACTIONS

- A. You may use your *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* together with your PIN at any ACCEL/Exchange® ATM, CIRRUS® ATM, CO-OP® ATM or VISA® network ATM. Call (800) 4CIRRUS or ACCEL/Exchange® Customer Service at (800) 472-3272 for the location nearest you. At these locations you can:
  - 1) Make cash withdrawals from your Savings Account (*HRCU ATM Card*).
  - 2) Make cash withdrawals from your Savings and/or Checking Account (*HRCU Debit Card*).
  - 3) Make transfers between your Savings and Checking Accounts, under the same member number only (*HRCU Debit Card*).
  - 4) Check your account balances (*HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Card*).
  - 5) Make cash withdrawals from your business checking account (*HRCU Premier Business Debit Card*).
- B. You may use your *HRCU Debit Card* or *Premier Business Debit Card* together with your PIN or with your signature at any merchant where VISA® cards are accepted for purchase. VISA® card transactions are validated by an authorized signature on a sales slip. PURCHASES MAY BE TRANSACTED BY ACCESSING A CHECKING ACCOUNT ONLY. When you make a purchase using the *HRCU Debit Card* or *Premier Business Debit Card* you will be requesting us to withdraw funds from your selected Checking Account in the amount of the purchase (including any cash obtained if permitted by the merchant) and directing us to pay these funds to such merchant.

You may use your *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* as many times as you wish during the ATM BUSINESS DAY. The ATM business day is a 24-hour period from 4:00 p.m. to 4:00 p.m. the following calendar day. The amount of cash you may withdraw is limited as follows (hours for one day are the ATM business hours listed above):

- The total available in your account.  
-OR-
- An amount agreed upon by you and the Credit Union.  
-OR-
- \$800.00 per day for cash withdrawals.
- \$2500.00 per day for Point of Sale transactions (*HRCU Debit Card* or *Premier Business Debit Card*).
- \$3300.00 total charges per day (*HRCU Debit Card* or *Premier Business Debit Card*).  
Whichever is the lower amount.

## 5. NUMBER OF CARDS

You may authorize the joint owners on your Holy Rosary Credit Union account to have an *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* with their own Personal Identification Number (PIN). If you request an *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* for a joint owner or if you give your Card to someone else to use, you agree that any transactions conducted by that person are authorized by you.

## 6. CHARGES

Your account will be charged as follows:

- A. HRCU cardholders will not be charged a surcharge at any machine owned by us or by any machine owned by the CO-OP®, SURF, CU24 networks and all NH Rite-Aid store ATMs.
- B. At all other ATM machines, there is a fee of \$1.50 (plus applicable ATM owner fee, if any).
- C. No charge for purchase or Point of Sale (POS) transactions (*HRCU Debit Card* or *Premier Business Debit Card*).
- D. \$5.00 card replacement charge.
- E. \$5.00 subsequent card request charge.
- F. Overdraft charges stated below.
- G. \$5.00 for a copy of a sales draft (*HRCU Debit Card* or *Premier Business Debit Card*).

We reserve the right to change this policy. You will be given written notice 30 days before a change becomes effective. You agree to pay the charges of transaction fees for these services or for service which may later be offered, as such fees or charges may be imposed or changed from time to time.

## 7. OVERDRAFT RESPONSIBILITY

If you obtain cash or make a purchase using your *HRCU ATM Card*, *HRCU Debit Card* or *Premier Business Debit Card* that creates an overdraft in your Savings or Checking Account, the overdraft is due and payable immediately. You agree to pay the full amount of the overdraft together with any applicable fee. You also authorize us, in such case, to transfer any other funds you have on deposit with HRCU. PLEASE NOTE: ACCOUNT BALANCES AT ATMS MAY NOT ALWAYS BE ACCURATE BECAUSE OF POSTING AND UPDATING DELAYS.

You are responsible for keeping accurate records to keep track of your transactions and account balances.

## 8. DOCUMENTATION OF TRANSACTION

You will receive a receipt (transaction acknowledgement) at the time of your transaction at any ATM unless you choose not to receive one or if your transaction is \$15 or less. (Some ATM machines may let you decide whether or not you want a receipt). You will receive a monthly account statement, unless there is no activity in your account in a particular month. If there is no activity, you will receive the statement at least quarterly.

## 9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE OR COMPLETE TRANSACTIONS

If we do not complete transactions to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damage. However, there are some exceptions. For instance, we will not be liable:

- A. If, through no fault of ours, you do not have enough money or the funds are not available in your account to make the transaction.
- B. If the ATM where you are making the transaction does not have enough cash.
- C. If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- D. If circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken.
- E. If the funds in your account are subject to the legal process.
- F. If your card has been lost or stolen and you are using the reported card.
- G. If we have reason to believe the transaction requested was unauthorized.
- H. If you attempt to complete a transaction that is not a permissible transaction listed above.
- I. If the transaction would exceed the security limitations on the use of your card listed above.

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

## 10. MEMBERS LIABILITY FOR UNAUTHORIZED TRANSACTIONS

### A. *HRCU ATM Card*

- 1) Tell us at once if you believe your ATM Card and/or your PIN has been lost, stolen or compromised. If you do not notify us you could lose all the money in your account. If you believe your ATM Card or your PIN has been lost, stolen or compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 in the event someone used your card or your PIN without your permission.
- 2) If you do not tell us within two (2) business days after you learned of the loss or theft of your card and we can prove we could have prevented the loss if you had contacted us, you could lose as much as \$500.00.
- 3) If your statement shows transfers or purchases that you did not make and you do not contact us within 60 days after the statement was mailed, you may not get back any money lost after the 60 days if we can prove that you contacting us would have prevented these losses.

If your card is lost or stolen during regular business hours (see below) please call the Credit Union at (603) 332-6840 or Toll-Free at (877) 895-6840. If your card is lost or stolen outside of regular business hours please call ACCEL/Exchange® Customer Service directly at (800) 472-3272.

### B. *HRCU Debit Card* or *Premier Business Debit Card*

- 1) Tell us at once if you believe your *Debit Card* and/or your PIN has been lost, stolen or compromised. You authorize us to pay from your account items reflecting credit purchases or cash advances made with the card despite the absence of your signature on the draft, or lack of presentation of the Card.
- 2) ***HRCU Debit Card*** Cardholder's liability is \$0 for fraud theft or loss of a VISA® card not issued outside the U.S., if you meet the following conditions:
  - a. The activity involves a VISA® card.
  - b. You, the cardholder, has exercised reasonable care in safeguarding the VISA® card from risk of loss or theft.
  - c. You have not reported two or more incidents of unauthorized use of the VISA® card within the preceding twelve months.
  - d. The VISA® is in good standing.
  - e. The cardholder is a natural person.
- 3) This limit on liability does not apply to ATM transactions or to transactions using your PIN that are not processed by VISA®. For these transactions your liability will not exceed \$50.00 and you will not be liable for transactions that occur after you have notified us verbally or in writing to of the loss, theft, or possible unauthorized use of your card.

4) **Premier Business cardholders may be liable for unauthorized use of the Card. There is no limit to liability for business accounts.**

However, you will not be liable for unauthorized use after you have notified us verbally or in writing to:

Debit Cards  
Holy Rosary Credit Union  
P.O. Box 2078  
Rochester, NH 03866-2078

If your card is lost or stolen during regular business hours (see below) please call the Credit Union at (603) 332-6840 or Toll-Free: (877) 895-6840. If your card is lost or stolen outside of regular business hours please call ACCEL/ Exchange<sup>®</sup> Customer Service directly at (800) 472-3272.

**11. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ATM OR DEBIT CARD**

If you think your statement or acknowledgment is wrong, or if you need more information about a transaction listed on your acknowledgement, contact us as soon as you can at the telephone number indicated. We must hear from you in writing no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information:

- A. Your name and account number.
- B. Describe the transaction and explain as clearly as you can why you believe there is an error.
- C. The dollar amount of the suspected error.

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 questions. If we decide to do this, we will credit your account within (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 us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we WILL 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 documents that we used in our investigation and if the money has been credited, you are responsible for repayment at that time.

**12. YOUR RESPONSIBILITY**

You are responsible for all authorized transactions made in your account by you or anyone else who uses your *HRCU ATM Card, HRCU Debit Card or Premier Business Debit Card* with your knowledge and consent. YOU AGREE THAT IF YOU GIVE YOUR *ATM Card, Debit Card or Premier Business Debit Card* TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

**13. AMENDMENTS**

We have the right to change this Agreement from time to time including amendments or changes to add further services or to amend or change the charges for these services. We will notify you by mail, sent to the most recent address you have given us, at least thirty (30) days prior to a change becoming effective, if it will cause you greater cost or liability or limit your ability to make transactions with us. We do not have to notify you in advance if the change is for security reasons.

All notices from us will be effective from time we mail or deliver them to the last address we have for you in our records. Your use of the *HRCU ATM Card, HRCU Debit Card or Premier Business Debit Card* after the effective date of such amendment or change shall constitute your acceptance to such amendment or change.

**14. TERMINATION**

You may terminate this agreement at any time by notifying us in writing and returning all your *HRCU ATM Card(s), HRCU Debit Card(s) or Premier Business Debit Card(s)*.

We may also terminate this agreement at any time. If you wish to terminate this agreement, notify us in writing at:

Holy Rosary Credit Union  
133 Brock Street  
P.O. Box 2078  
Rochester, NH 03866-2078

If this agreement is terminated by you or us, you agree not to use your *HRCU ATM Card, HRCU Debit Card or Premier Business Debit Card* for account access. You will remain liable for any transaction up to the time of termination and any such transactions after the Agreement has been terminated.

**15. REVOCATION OF THE CARD**

We reserve the right to revoke and retain your *HRCU ATM Card, HRCU Debit Card or Premier Business Debit Card*.

- A. If you are indebted to the Credit Union as a borrower or co-borrower and the loan for which you are responsible becomes delinquent.
- B. If your Savings or Checking Account is overdrawn.
- C. If you declare bankruptcy.
- D. For any other reason the Credit Union may adopt.

YOU AGREE THAT *HRCU ATM CARDS, HRCU DEBIT CARDS AND PREMIER BUSINESS DEBIT CARDS* ARE OUR PROPERTY AND YOU WILL SURRENDER YOUR CARDS TO THE CREDIT UNION UPON REQUEST. YOU AGREE THAT *HRCU ATM CARDS, HRCU DEBIT CARDS AND PREMIER BUSINESS CARDS* ARE NON-TRANSFERABLE.

**16. COLLECTION EXPENSE**

If Holy Rosary Credit Union must file a lawsuit to collect money which is due us because of *HRCU ATM Card, HRCU Debit Card or Premier Business Debit Card* use, you agree to pay reasonable expenses including attorney's fees as allowed under the laws in the State of New Hampshire.

**17. DISCLOSURE OF INFORMATION TO OTHERS**

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

- A. Where it is necessary for completing transaction(s).
- B. In order to verify the existence and condition of your account for third party, such as a credit bureau or merchant.
- C. In order to comply with governmental agencies or court orders.
- D. If you give us written permission.

**18. FACT ACT**

Federal law requires us to provide the following notice to consumers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative Information" means information concerning delinquencies, late payments, insolvency or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement. After providing an initial notice, additional negative information may be submitted without providing another notice. If you have any questions or to receive additional information on the Fact Act call (603) 332-6840.