

# MIDFLORIDA CREDIT UNION

## MASTERCARD® DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement and Disclosure Statement (Agreement), the words “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the MASTERCARD® Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the checking account designated on the application for membership; “we” or “us” means MIDFLORIDA Credit Union or anyone to whom the Credit Union transfers this Agreement; and “Transaction” means use of the Card or the Account number on the Card, and a Personal Identification Number or Code (PIN) when required, to perform a transaction with the Card.

### Issuance of Card

You have requested the issuance of a Card that can be used to access funds in your Account. A PIN must be used with the Card for transactions that require the use of a PIN. Your PIN number may be selected by you or computer generated. Do not reveal your PIN number to anyone else or write it down where it is available to others.

### Responsibility for Transactions

You are responsible for all transactions you make or cause to be made with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. See Liability For Unauthorized Transactions in the Terms and Conditions of Your Account.

### Use of the Card

You may use the Card without the PIN to purchase goods or services at places that accept MASTERCARD® Debit Cards (these are Point of Sale or POS transactions). You may use your Card to receive cash advances at financial institutions that accept MASTERCARD® Debit Cards. You may use the Card and PIN to withdraw cash from your Account at ATMs (Automated Teller Machines). You may also order goods or services by mail, internet, or telephone from places that accept MASTERCARD® Debit Cards. Some of these services may not be available at all locations. For security reasons, there are other limits on the number of transfers you can make by ATM or by Debit Card. 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 from merchants, financial institutions, or others who honor MASTERCARD® Debit Cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. We allow transactions through non-MASTERCARD® networks which may affect zero-liability protection. Any future changes to your Account may affect your use of the Card. See the Terms and Conditions of Your Account and Mastercard's Zero Liability Protection terms (<https://www.mastercard.com/content/mastercardcom/global/en/personal/get-support/zero-liability-terms-conditions.html>) for details.

### Disclosure Statement

Important disclosures regarding the use of your debit Card are contained in the Terms and Conditions of Your Account, which are incorporated herein by reference. You should review the Terms and Conditions of Your Account before using your debit Card. The disclosures in the Terms and Conditions include, but are not limited to:

1. Liability of consumer. A summary of your liability, under law or agreement, for unauthorized electronic fund transfers (EFTs).
2. Telephone number and address. The telephone number and address of the person or office to be notified when you believe that an unauthorized electronic fund transfer has been or may be made.
3. Business days. The Credit Union's business days.
4. Types of transfers; limitations. The type of electronic fund transfers that you may make and any limitations on the frequency and dollar amount of transfers.
5. Fees. Any fees imposed by the Credit Union for electronic fund transfers or for the right to make transfers.
6. Documentation. A summary of your right to receipts and periodic statements, and notices regarding preauthorized transfers.
7. Stop payment. A summary of your right to stop payment of a preauthorized electronic fund transfer and the procedure for placing a stop-payment order.
8. Liability of institution. A summary of the Credit Union's liability to you for failure to make or to stop certain transfers.
9. Confidentiality. The circumstances under which, in the ordinary course of business, we may provide information concerning your account to third parties.
10. Error resolution. Your rights and our responsibilities regarding unauthorized transfers and error resolution are provided in the Regulation E Error Resolution Notice.
11. ATM fees. A notice that a fee may be imposed by an automated teller machine operator when you initiate an electronic fund transfer or make a balance inquiry, and by any network used to complete the transaction. ATM operator and network fees are disclosed at the ATM, if applicable, and are not charged by MIDFLORIDA.

### Overdrafts

See the Terms and Conditions of Your Account.

### Returns

Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to us, and your Account will be credited. The funds from a return or adjustments may not be immediately available for your use.

### **International Transactions**

International transactions may incur fees, including currency conversion fees or international assessment fees. See the Terms and Conditions of Your Account.

### **Advisory against Illegal Use**

You agree not to use your Card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. Use of your Card for illegal purposes may violate criminal statutes, and we may deny such transactions.

### **Stop Payment Waiver**

You waive the right to stop payment on any one-time properly authorized debit card transaction. Merchants and others who honor the Card may give credit for returns or adjustments by initiating a credit to us. We will credit that amount to your Account, but the funds from a return or adjustment may not be immediately available for your use. This waiver does not apply to preauthorized or recurring debit card payments.

### **Merchant Disputes**

We are not responsible for the refusal of any merchant or any financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement we sent or participated in sending to you, or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

### **Refusal to Honor Card**

We are not liable for the refusal or inability of any electronic terminal to honor the Card or complete a withdrawal from your Account, or for its retention of the Card. We are also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card. This limitation does not apply if we fail to complete a transaction in accordance with applicable law.

### **Rules of the Account**

All Transactions covered by this Agreement are also subject to the Terms and Conditions of Your Account and all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.

### **Effect of Agreement**

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement controls all Transactions involving the Card.

### **Additional Benefits and Card Enhancements**

We may from time to time offer additional services for your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that we are not obligated to offer such services and may withdraw them or change them at any time.

### **Change in Terms**

We may amend this agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Account, you will be given at least twenty one (21) days prior notice of the change.

### **Termination of Account**

We reserve the right to cancel your Card at any time without notice. You may also cancel your Card at any time. You remain liable for any debts or fees incurred by you regardless of whether you or we cancel your Card. The Card remains the property of the Credit Union. If either we or you cancel your Card, you agree to return the Card to us or destroy it upon our request.

### **No Waiver**

We can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.

### **Statements and Notices**

Statements and notices will be mailed to you at the current mailing address on file. Notice sent to any joint account owner will be considered notice to all.

### **General**

To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees, in the event we sue or take legal action against you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives, and successors jointly and severally.

### **Signatures**

By signing the Signature area of the MIDFLORIDA Membership Application and Agreement or by checking the box stating "I agree to the Terms and Conditions associated with my debit card order" will be considered your electronic signature. By providing your signature or electronic signature, you authorize MIDFLORIDA Credit Union to check your credit and employment history and make whatever inquiries

reasonably made in the course of granting, reviewing, re-issuing, or cancelling the Debit Card. You understand that we will retain the application whether or not it is approved. You also agree that the use of the debit Card will bind you to all terms and conditions contained in this Agreement and incorporated disclosures. You should retain a copy of this disclosure for your records.

## **Safety Precautions for the Use of Automated Teller Machines**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your Debit Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Debit Card or PIN over the telephone.
7. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. If you lose your Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
10. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

The above disclosure is a required disclosure given pursuant to Florida Statutes §655.963. It is not intended to create any rights or duties as between the parties. The guidelines contained herein are not all inclusive. Users of ATMs should utilize such other precautions as may be appropriate under any particular set of circumstances. The Credit Union expressly disclaims any and all liability as relates to the use of Automated Teller Machines owned or controlled by the Credit Union except as provided by statute.

By signing the MIDFLORIDA Membership Application and Agreement or by providing your electronic signature as described in the Signatures section of this document, you acknowledge that you have read the foregoing and have received a copy of the disclosure entitled "Safety Precautions for the Use of Automated Teller Machines."