

# MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

## ATM and Mastercard® Debit Card Cardholder Agreement

The terms and conditions of this Agreement shall apply to all Automated Teller Machine (ATM) and Mastercard® Debit Cards issued by Mission Federal Credit Union. In this Agreement, the words "Credit Union," "Branches," "us," "we," "our," or "Mission Fed" mean Mission Federal Credit Union. The words "you," "your," and "signer" mean each and all of those issued an ATM or Mastercard Debit Card. For all intents and purposes of this Agreement, the word "Card" alone refers to all Cards, Card numbers or a combination of your Card and Personal Identification Number (PIN). The word "POS" means Point of Sale. POS transactions may be conducted using your PIN or signature. The word "transaction" and or "transfer" refers to using your Card, your Card number, or a combination of your Card or Card number and PIN to obtain cash, goods, services, make deposits, transfer funds and pay bills directly from your account. The agreements, disclosures, rules and regulations applicable to your other Mission Fed share and loan accounts, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified. If you do not want to use your Card, please destroy the Card and notify us immediately.

- 1. USING YOUR CARD** – Use of your Card constitutes acknowledgement of receipt and acceptance of the terms of this Agreement. Depending on your account type and the type of services offered by participating financial institutions and companies, you may use your Card to perform transactions at ATM/POS devices, merchants and others who accept Cards. POS transactions can only be deducted from your designated checking account. Transactions include any fees or service charges that result from the use of your Card. Transaction charges vary depending on the ATM/POS device used as well as the type of transaction performed. For Mission Fed fees please refer to the current Consumer Fee Schedule. After authorization you may not place a stop payment on a Card transaction. For information concerning error resolution see page 2 of this Agreement. You are prohibited from using your Card to participate in any type of Internet gambling or for any illegal or unlawful purpose or transaction. Even though your checking account may have a balance sufficient to cover a requested Card transaction, electronic terminals, merchants, financial institutions, and other Mastercard network locations may not be able to obtain an authorization to process a transaction. Mission Fed is not liable for the refusal or inability of such terminals or persons to honor a Card, to complete a Card transaction, or for their retention of the Card.
- 2. RESPONSIBILITY** - Your Card is for your personal use only. You are prohibited from allowing others to use your Card. If you violate this prohibition and allow use of your Card, Card number, and/or PIN by any person other than yourself, you are responsible for all transactions made, to the extent allowed by applicable laws and regulations. You are responsible for maintaining your Card, Card number, and PIN with maximum security. – Mission Fed shall have no responsibility to you or any user, for any injury which may occur as a result of any act before, during, or after a transaction. You agree to assist Mission Fed in its efforts to locate, apprehend, and prosecute person(s) for unauthorized Card use.
- 3. CARD ISSUANCE** - At the discretion of Mission Fed, a card may be issued to any eligible account signer. Only one Card may be issued to each signer per account. Your Card remains Mission Fed's property and is nontransferable. We may cancel, modify, and/or restrict the use of any Card without notice if your account is overdrawn, past due, when it is necessary to maintain or restore the security of your accounts, or when you conduct transactions on your accounts that are irregular or fraudulent in nature, including but not limited to kiting, depositing empty envelopes in an ATM and excessive return deposit items. Replacement Cards may be issued for a fee as disclosed in the current Consumer Fee Schedule.
- 4. PERSONAL IDENTIFICATION NUMBER (PIN)** –Mission Fed will issue you a PIN to enable you to make transactions. Disclosing your PIN constitutes authorization for use and you remain liable for any and all subsequent transactions. Your PIN should be memorized. DO NOT keep your PIN on or with your Card, or any other place on your person such as a checkbook, wallet or purse. If you forget your PIN, you may request a new one or you can choose your own PIN by visiting any of our Branches. Your selected PIN should not be a number that would be found in your wallet or purse, i.e. date of birth, address, social security number, etc.
- 5. TRANSACTION LIMITATIONS** - The amount of your withdrawal, as well as the number of transactions permitted per day, may be limited. If, for any reason, your account is deemed unsatisfactory, is overdrawn, you fail to pay Mission Fed any amount owed on a loan or other contractual obligation, or you cause Mission Fed any loss, Mission Fed may, at its discretion, revoke your Card privileges or reduce the amount you may withdraw. When the system is in stand-in or is offline, you may use your Card to obtain an authorization or approval for a transaction based on pre-established stand-in limits, rather than the actual available balance in your account. If the account balance is not sufficient to cover withdrawals, non-sufficient funds (NSF) fees may apply. Refer to the current Consumer Fee Schedule. All transactions are subject to proof and verification by Mission Fed.
- 6. PREAUTHORIZED PAYMENTS** - If you have told us, a business or merchant, in advance to make regular payments out of your account, you may stop these payments. To stop a payment call Mission Fed at 800.500.6328 or write us at Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023, in time for us to receive your request 3 business days or more before the payment is schedule to be made. If you call, we will also require you to put your request in writing and return it to us within 14 days after you call. We will charge a fee for each stop payment you request. Please refer to the Consumer Fee Schedule. If these regular payments may vary in amount, the person 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.) You must provide us accurate payment information for it to be stopped, including the exact amount of the payment. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses and damages.
- 7. AUTOMATIC BILLING UPDATER** - Mission Fed participates in Mastercard's Automatic Billing Updater (ABU) program, where updated card information is provided to participating merchants under certain conditions. To learn more about the ABU program or how to opt out, please visit [MissionFed.com/ABU](http://MissionFed.com/ABU).
- 8. FOREIGN TRANSACTIONS** - Purchases and cash advances made in foreign countries and in foreign currencies will be billed to you in U.S. dollars using the rate of exchange between the transaction currency and the billing currency. Foreign transactions include internet transactions initiated in the US with a merchant who processes the transaction in a foreign country. The rate will be (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment

determined by Mission Fed. In addition, you will be charged a Foreign Transaction Fee on the amount of the transaction. Please refer to the current Consumer Fee Schedule.

**9. LIABILITY - LOST/STOLEN CARD NOTIFICATION** - You will not be liable for unauthorized transactions if you report the loss or theft within two (2) business days after becoming aware of the loss or theft of your Card. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, you could lose as much as \$500 and your card may not be reissued. If you do not tell us within sixty (60) business days after you learn of the loss or theft of your Card, you could lose the entire amount of the unauthorized transactions and your Card may not be reissued. If Mission Fed does not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for your losses and damages; however, there are some exceptions. Mission Fed will not be liable for incomplete transactions under the following circumstances, including but not limited to: where, through no fault of Mission Fed, you do not have sufficient funds in your account to make the transfer; transactions that would exceed the transaction limits of your Card; where a merchant processes a transaction for an amount greater than the amount you authorized or agreed to; where an ATM does not have enough cash to complete the transaction; where an ATM or system was not working properly; where circumstances beyond Mission Fed's control (such as fire, flood, and vandalism) prevent completion of the transaction; where your Card has been reported lost, stolen, has expired, is damaged, or is inactivated due to lack of use; where your PIN has been repeatedly entered incorrectly; where there is a failure of computer or communication equipment; or where the Card was retained by a financial institution, merchant or machine.

**To report a lost or stolen card, call Mission Fed immediately at 800.500.6328. Once you have contacted Mission Fed via phone, you have the option to follow up via mail at Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023.**

**10. CARD REVOCATION** - Upon request, you must immediately surrender your Card to Mission Fed or its agent in the event any of the following conditions occur: you performed transactions resulting in a monetary loss to Mission Fed; any loan is delinquent with Mission Fed; any of your services at Mission Fed are closed due to misuse; and/or any other situation in which Mission Fed deems revocation to be in its best interest.

**11. RECEIPTS, PREAUTHORIZED CREDITS, AND STATEMENTS** - You may receive a receipt each time you perform an ATM/POS transaction. Some ATM/POS terminals will give you the option of printing a receipt. Keep these receipts to compare with your statement from Mission Fed as copies of these receipts are not returned with your statement. Mission Fed may assess a fee for copies of obtainable receipts you request. Refer to the current Consumer Fee Schedule. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call 800.500.6328 to find out whether or not the deposit has been made. You will receive a monthly account statement unless there is no activity in a particular month. In any case you will receive a statement at least quarterly.

**12. BUSINESS DAYS** - Mission Fed business days are Monday through Friday. Holidays are not included.

**13. CONFIDENTIALITY** - We will disclose information to third parties about your account or the transactions you make where necessary for completion of a transaction, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with a government agency or court order, or if you otherwise grant us written permission.

#### **In Case of Errors or Questions About Your Electronic Transfers**

In case of errors, or if you have questions about your electronic transfers, telephone us at 800.500.6328 or 858.673.9300 or write us at Mission Federal Credit Union, PO Box 919023, San Diego, CA, 92191-9023 as soon as you can, if 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 the FIRST statement on which the problem or error appeared.

- (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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) 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 ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.