

CITY CREDIT UNION ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

Telephone Number for Notification of Lost or Stolen Card or PIN, Unauthorized Use, and Other Notifications: (214) 515-0100 or (888) 324-2328 Mastercard Debit Card (After Hours): (844) 646-5443

1. General: Issuance of Card, Personal Identification Number, and/or Password. In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "party" refer to any person to whom a City Credit Union Mastercard Debit Card (collectively, "Card") is issued, any person to whom a Personal Identification Number or password (collectively, "PIN") is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use any such Card or PIN, and any owner of a Credit Union Account which may be accessed by the Card or the PIN. The words "we," "us," "our," and "City CU" refer to City CU. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, our policies and procedures, and any other agreements, instructions, or FAQs (collectively, "Other Agreements") provided to you in connection with an electronic fund transfer service, all of which are made a part of this Agreement and may be amended from time to time. If you arrange for direct deposit or any other type of preauthorized electronic payments or credits to your Account, except for wire transfers, those services are also governed by this Agreement. If any of the terms of this Agreement or the Other Agreements should conflict with the terms of the City CU Membership and Account Agreement, the terms of this Agreement and the Other Agreements will control. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as the Membership and Account Agreement.

2. Access to the Services. The electronic fund transfer services are generally accessible twenty-four (24) hours a day, seven (7) calendar days a week, except that the services may be inaccessible for brief periods each week for system maintenance and other necessary downtime. We will attempt to limit interruptions to the services, but we are not responsible for failure to provide the services due to system maintenance, other necessary downtime, or any unforeseen acts or circumstances outside of our control.

3. Overdrafts. You agree that you will not use your Card and PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. The term "available funds" means funds that are not subject to any hold and are immediately available for withdrawal to pay transactions presented. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You also agree that, at our option we may post all Card transactions during any day before posting any other checks, withdrawal orders, or other electronic funds transfers presented or made. If you have applied and/or been approved for Overdraft Protection with us, you agree that your use of the Card and PIN shall be subject to the Overdrafts and Overdraft Protection sections of the Membership and Account Agreement, any other overdraft agreements you may have with us, and our overdraft policies and procedures. The Courtesy Pay service is not available for ATM and one-time Mastercard Debit Card transactions unless you have opted-in. Please contact City CU to opt-in to Courtesy Pay coverage for your ATM and one-time Debit Card transactions.

4. Stop Payment. Unless otherwise provided in any agreement or disclosure you receive when you arrange for a service, you acknowledge and agree that you may not stop payment on any transaction initiated through use of the Card or a PIN.

5. Card and PIN Security. Most of the services require the use of your PIN to access the services. Mobile banking push notification services do not require a PIN. For computer or mobile services, we may require additional login procedures in order to authenticate a user. You agree to follow our security procedures to authenticate your identity when requesting Account access and Account transactions. You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree not to leave your computer or mobile device unattended while logged into the services, and you will promptly log off each time you finish using the services. **You understand that any person having access to your PIN will be able to access the services and perform all transactions, including reviewing Account information and making transfers to other Accounts and persons.** You agree that the use of the Card or PIN by

(a) you, (b) any other applicant, (c) any party to any of your Accounts that may be accessed by the Card or PIN, (d) anyone you permit or authorize to use your Card or PIN, and (e) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. If you authorize another person to use your PIN in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by any such person until you notify us in writing that transfers by that person are no longer authorized and we have had a reasonable opportunity to act upon your notification. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft. For your security, we may restrict access to the services without notice if we suspect fraudulent activity.

6. Internet and Wireless Security. You understand that wireless communications may not be encrypted and that there are risks in accessing the services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. Push notification messages and other wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. We will never contact you by

telephone, text messaging, email, or otherwise and ask you to provide us your personal or Account information, including your Social Security number, user name, password, and Account numbers. You agree not to disclose your personal and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or City CU. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. We are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable, subject to applicable law.

7. No Warranty. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

8. Limitation of Liability. EXCEPT AS PROVIDED IN THIS AGREEMENT, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. Surrender, Cancellation, and Amendment. You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may restrict or terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may amend, supplement, or add to this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law. We may restrict or terminate any one or more EFT services, for example, if you are abusive in the use of the services, including repeated overdrafts. If the Card or PIN is not utilized for a period greater than one-year (365 days), authorization for the card or PIN may be revoked, without notice. You may terminate this Agreement at any time by notifying us in writing. You remain liable for any transactions you make or authorize both before and after any termination.

10. Debit Card Use. You acknowledge that a Mastercard Debit Card transaction is NOT a preauthorized transaction, subject to provisions discussed elsewhere in this Agreement. When you have authorized a charge or transaction for a purchase from a participating merchant and Mastercard has accepted it, you may not “stop payment”. Even though the charge may not have processed on your Account, the charge is authorized and may not be revoked. You authorize the Credit Union to charge your Account for the amount of the Card transaction when received. The foregoing does not apply if you have arranged in advance for a recurring transaction to be charged to your Account at substantially regular intervals using your Debit Card. See Section 6 of the Disclosures below regarding your rights to stop payment of preauthorized payments.

- Once initiated, you may not cancel any transaction through an automatic teller machine.
- If merchandise is returned, you may not receive immediate credit.

Please be advised that some merchants (particularly hotels, motels and rental car agencies) may place a preauthorization hold on your Account when using your Mastercard Debit Card. A preauthorization hold may reduce your available balance for withdrawal. A preauthorization hold may be in an amount greater than the actual purchase amount and may remain in effect until the transaction has been posted to your Account. You may not access funds that are subject to a preauthorization hold. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You are responsible for ensuring that sufficient available funds remain in your Account to pay your checks and other transactions notwithstanding any preauthorized hold that may be placed on your Account. You agree that we are not responsible for costs or damages you may incur for dishonor of checks or other transactions because of preauthorization holds placed on your Account funds.

11. Confidentiality. Certain electronic fund transfer services such as the Easy Teller telephone audio response system, the Online Banking and Bill Payment service, and the Mobile Banking service may allow any user to obtain certain information about the Primary Member and all of the Primary Member’s Credit Union Accounts, including all share and loan Account information, even if the user is not an Owner or is not otherwise authorized on all of the Primary Member’s Accounts. The Primary Member acknowledges and agrees that any user authorized to use a PIN to access the services will have full access to the Primary Member’s Account information available through the services, and we are not responsible for access by such persons. You acknowledge and agree that only the Primary Member has the authority to establish or change a PIN for the services and that every other party to the Account is required to obtain the PIN directly from the Primary Owner. For security reasons, we will not provide the PIN to any party, and we are not liable for refusal to provide the PIN to any party.

12. Ownership and License of the Mobile Banking Software. You acknowledge that the Mobile Banking software is the property of City CU or its licensors and is protected by copyright law. City CU grants to you a limited, personal, non-exclusive, non-transferable license to download and install the software solely to access and use the services for personal or business use related to your Accounts, subject to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the software is owned and retained by City CU and its licensors and that the software is not sold to you. Your rights to the software are strictly limited by this Agreement, and City CU and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the software or any portion thereof, or (c) use the software or any portion thereof in any manner not expressly permitted under this Agreement.

13. Prohibited Uses. You may not use the services or the software in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of City CU or a third party, (b) interfere with or disrupt use of the services by other users, (c) interfere with or disrupt one or more computer networks connected to the services, (d) involve fraudulent or other illegal transactions or activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, you may not use the services from any location where the content provided by the services or use of the services is illegal, and you assume all responsibility and risk of loss if you do so. You acknowledge that the software may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

DISCLOSURES

Notice to Business Account and Other Non-personal Account Holders: The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfers Act ("Act") and Bureau of Consumer Financial Protection Regulation E ("Regulation"). The Act and Regulation do not apply to business and other Non-personal Accounts. If you are a Business Account or other Non-personal Account holder, the disclosures below relating to your liability for unauthorized transfers (except for the Mastercard zero liability provisions), Credit Union liability, preauthorized payments, and error resolution do not apply to your Account. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business and other non-personal Accounts.

1. Transfer Types. The following electronic fund transfer services are available:

Mastercard Debit Card (MCDC)

Account Access – You may use your PIN to:

- Withdraw cash from your Checking and Savings Accounts from ATMs that display the MoneyPass, CO-OP, CIRRUS, Plus, Mastercard, Maestro, and Accel Exchange logos.
- Transfer funds between your Checking and Savings Accounts at ATMs.
- Inquire as to the balance in your Checking and Savings Accounts at ATMs.
- Pay for goods and services from your Checking Account at places that accept Mastercard.
- Obtain cash from a merchant (from your Checking Account) if the merchant permits you to do so.
- Obtain cash advances from your Checking Account from any financial institution that displays the Mastercard logo.
- Line of credit access is not available directly from an ATM.

Some of these services may not be available for all Accounts or at all terminals. See Section 2 below for transfer limitations.

EasyTeller (Audio Response System)

Account Access – You may use your Easy Teller PIN to:

- Transfer funds between your Checking, Savings, and Money Market Accounts and to and from Accounts of other City CU members (by arrangement).
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings, or Money Market Accounts.
- Obtain your recent Account history, account and balance information.
- Make payments on your loan accounts with us.
- Request funds from your line of credit (if available and applicable) to be transferred to your Checking, Savings, or Money Market Account.
- Please refer to Audio Response brochure for a complete list of all available services.

*Some of these services may not be available for all Accounts.
See Section 2 below for transfer limitations.*

Online Banking, Mobile Banking, and Bill Payment Services

Account Access – You may use your Online Banking PIN to:

- Transfer funds from your Checking, Savings, and Money Market Accounts and Accounts of Other City CU Members on which you are an Owner.

- Transfer funds from your Checking, Savings, and Money Market Accounts to external accounts at other financial institutions (by arrangement).
- Obtain your recent Account history, account and balance information.
- Make payments on your loans with us from your Checking, Savings, and Money Market Accounts.
- Make bill payments to approved merchants and other approved parties from your Checking or Money Market Account.

*Some of these services may not be available for all Accounts.
See Section 2 below for transfer limitations.*

Your contractual arrangement for the Online Banking, Mobile Banking, and Bill Payment Services may provide for additional terms, conditions, disclosures, and limitations.

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, or Money Market Accounts or to pay certain recurring bills from your Checking, Savings, or Money Market Accounts.

*Some of these services may not be available for all Accounts.
See Section 2 below for transfer limitations.*

Other Withdrawal Transfers

If you pay for something by check and the merchant permits, you may authorize the merchant to convert your check to an electronic fund transfer. You may also authorize a merchant to electronically debit your Checking or Money Market Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

If a merchant permits, you may pay certain bills and purchase goods and services at the point of purchase, by telephone, or over the internet by authorizing the merchant to electronically debit your Checking or Money Market Account.

See Section 2 below for transfer limitations.

2. Transfer Limitations

Regulation D Transfer Limitations – Savings and Money Market Accounts

Under government regulations that apply to your Savings and Money Market Account types, you may not make more than six (6) transfers or withdrawals, or a combination of such transfers and withdrawals from these Accounts, per calendar month to another Account of yours at City CU or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order, or instruction (including automatic overdraft protection transfers and transfers by personal computer or other data transmission) or by way of check, draft, Debit Card, or a similar payment order made payable to third parties. Withdrawals by mail, messenger, Automated Teller Machine, or in person, and transfers to make payments on your loans with us are not included in this limitation, but for Money Market Accounts, see Money Market Account Limitations section below. Automatic or preauthorized transfers from your Accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. After six (6) transfers or withdrawals, City CU may return all excessive transactions and you may be subject to return fees or, if we permit the transaction, a fee will apply for exceeding the transfer limit. Due to these limitations, point of sale transactions are not permitted from your Savings or Money Market Account(s).

Money Market Account Limitations

Regardless of how a withdrawal or transfer is performed from a Money Market Account, whether in-person, by check, or by automatic or preauthorized transfer or withdrawal, there is a limit of six (6) transfers or withdrawal transactions from a Money Market Account per calendar month. We may reject transactions exceeding this limit, and you may be subject to return fees for rejected transactions, or, if we permit the transaction, a fee will apply for exceeding the transfer limit.

You must maintain your Account(s) in good standing with us in order to continue access to your Account(s) via the services. Occasionally, we may allow you to withdraw more than the daily limitations disclosed in these Disclosures. You agree that you will not withdraw more than the amount of funds available in your Account(s). However, we may allow you to withdraw an amount exceeding the available funds in your Account(s) using your Debit Card. A fee may apply for overdrafts as set forth in the Truth-in-Savings Account Disclosure and Rate and Fee Schedules. If you have opted-in to Courtesy Pay for one-time ATM and debit transactions, you will be charged a fee when we permit you to overdraw your account using your Debit Card. You are responsible for all amounts you owe to the Credit Union as a result of overdrafts.

Mastercard Debit Card

You may transfer or withdraw up to \$500 per day (24-hour period) using an ATM or as Point of Sale (PIN-based) transactions. You may withdraw up to \$3,500 per day for point-of-sale (signature-based) transactions. You may use your Card up to 20 times per day.

Audio Response System

You may transfer or withdraw an aggregate withdrawal total of up to \$2,000 per calendar day using your PIN. Each individual check request or funds transfer is limited to a maximum of \$1,000 per transaction. There is a limitation on the number of certain kinds of transfers or withdrawals per month from Savings and Money Market Accounts as described above. If you exceed the limits, these transfers and withdrawals are subject to rejection and a rejection fee. We may also charge a fee if we permit an excessive transaction.

Online and Mobile Banking

You may transfer an aggregate total of up to the available balance in your Account using your PIN. There is a limitation on the number of certain kinds of transfers per month from Savings and Money Market Accounts, as described above. If you exceed the limits, these transfers and withdrawals are subject to rejection and a rejection fee. We may also charge a fee if we permit an excessive transaction.

Bill Payment Service

You may pay your bills up to the available balance in your Account, with a maximum payment of \$9,999.99. These transactions are available from Checking and Money Market Accounts only. Money Market Account bill payment transactions are subject to the Regulation D Transfer Limits and Money Market Account Transfer Limits as described above. There are no limits on the number of bill payment transactions you can make from your Checking Account.

3. Fees. Please refer to our Truth-in-Savings Account Disclosure and Rate and Fee Schedules accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfers services. In addition to the fees disclosed on our Truth-in-Savings Account Disclosure and Rate and Fee Schedules, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used. You may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.

4. Documentation.

- (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.
- (b) **Periodic Statements.** You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is electronic fund transfer activity on the Account during a given month. In any event, you will receive a statement for your Accounts at least quarterly.
- (c) **Direct Deposits.** If you have arranged to have direct deposits made to your account, you may verify deposits through the Audio Response, Online Banking, and Mobile Banking Systems.

5. Courtesy Pay. We offer our Courtesy Pay Service to all members in good standing with personal and business Checking Accounts. In order for us to pay one-time ATM and debit transactions under this service, you must contact us to opt-in. With this service we may, at City CU's sole discretion, choose to pay members' reasonable, occasional, and inadvertent overdrafts, whether caused by check, in-person withdrawal, MCDC, ATM transactions or other electronic means as a non-contractual courtesy. The Courtesy Pay Service is not a line of credit, and there is never any guarantee of payment. We may refuse to pay an overdraft at any time and for any reason, even though we may have paid previous overdrafts for you in the past. You should never expect that we will pay an overdraft. Whether we pay or return a Non-Sufficient Funds item, a fee will be imposed for NSF items or for covering overdrafts by check, in-person, MCDC, ATM transaction or other electronic means to your Account as a Non-Sufficient Fund or Courtesy Pay charge, as set forth in City CU's Truth-in-Savings Account Disclosure and Rate and Fee Schedules. There is not an additional fee for the payment, in lieu of return. There is no daily limit on the number of these fees that can be charged to your Account.

Courtesy Pay Service is a discretionary service, subject to policies and procedures established by the Board of Directors of City CU and current laws and regulations. City CU is not obligated to provide this service and we may terminate this service at any time or refuse to provide Courtesy Pay on any Account that you have authorized. If we do pay an overdraft using this service, you agree that your Account shall in no event remain overdrawn for more than thirty (30) calendar days. If your Account is overdrawn for more than thirty (30) calendar days, your Account may be subject to closure and collection at that time. You may opt out of this service by contacting us at (214) 515-0100 or (888) 324-2328.

6. Preauthorized Payments.

- (a) **Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** If you have arranged in advance to make regular payments from your Account, you can stop any of these payments by calling or writing to us at the telephone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) business days after you call. We will charge a fee as set forth in our Truth-in-Savings Account Disclosure and Rate and Fee Schedules for each stop payment order you give.
- (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten (10) business 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.
- (c) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages proximately caused by our failure.

7. Contact in Event of Unauthorized Transfer. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call:

(214) 515-0100 or (888) 324-2328
or write to: City Credit Union
7474 Ferguson Road
Dallas, TX 75228-6543

You should also call one of the numbers above or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

You may report a lost or stolen Mastercard Debit Card after hours by calling (844) 646-5443.

8. Business Days. Our business days are Monday through Friday, excluding Federal holidays and the day after Thanksgiving.

9. Confidentiality. We will disclose information to third parties about your Account or transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

10. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. Tell us AT ONCE if you believe your Card or PIN 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 is the best way of limiting your possible losses. You could lose all the money in your Account (plus your maximum overdraft line of credit, if applicable).

For Transactions Using Your Mastercard Debit Card:

If you believe your Mastercard Debit Card and/or PIN has been lost or stolen, you will not be liable once you notify us that someone may use or has used your Card or PIN without your permission. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care in safeguarding your Mastercard Debit Card from risk of loss or theft, and (b) upon becoming aware of such loss or theft, you promptly notify us. If you do not meet these conditions and you are a consumer cardholder, your liability will be determined under the standards set forth below for All Other Transactions.

For All Other Transactions:

If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

11. City CU's Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages proximately caused by our failure. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the terminal or system where you are making the transfer does not have enough cash;
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your Account are subject to an administrative hold, legal process, or other claim;
- If the failure to properly complete the transaction is caused by erroneous information properly supplied by you or your agent;
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur; and
- There may be other exceptions stated in our agreement with you.

12. In Case of Errors or Questions about Your Electronic Transfers. Call or write us at the telephone number or address listed in these disclosures 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 sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

Be sure to:

- Tell us your name and Account number;
- 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

- 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 we made 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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally 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 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) calendar 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 determine 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.

13. Mastercard Debit Card International Transactions. If you perform an international transaction with your Mastercard Debit Card, part of Mastercard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the date the transaction is processed, which may differ from the rate selected on the date the transaction occurred or on the date the transaction is posted to your Account. Additionally, we will charge a 1% Foreign Transaction Fee on all international purchase, cash advance, and Account credit transactions, even if there is no currency conversion.

14. Illegal Transactions. You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You agree not to use your Card or PIN for any unlawful internet gambling purposes. If City CU has reason to believe that your Card or PIN is being used for this purpose, we may block your Card or PIN from any future transactions of any kind. You also waive any right to take legal action against City CU for your illegal use of your Card or PIN and agree to indemnify, defend, and hold harmless City CU and Mastercard International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

15. ATM Safety Precautions. Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

ATM SECURITY

- Prepare for ATM transactions prior to approaching the ATM or night deposit facility.
- Retain your receipts. Do not lend your Debit card to anyone and do not leave your card or any other documents at the ATM or night deposit facility.
- Treat your Debit card the same as cash and keep it in a secure location.
- Keep your PIN secret and memorize it. Do not give anyone information regarding your card or PIN over the telephone.
- When using an ATM, place your body in a position to prevent others from observing your PIN when entered.
- At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and make sure all approaches to the facility are well lighted.
- Conceal cash received from the ATM to the best of your ability and count it after you have left the ATM.
- If anyone offers assistance while you are operating an ATM, do not accept it. If you have started a transaction, consider canceling the transaction and leaving the ATM location.
- Compare your receipts with your monthly statement and notify us immediately if you suspect that an error or unauthorized transaction has occurred.
- In the case of a lost or stolen Debit card, please contact **City CU** immediately at **(214) 515 -0100**.

