



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 (also referred to as a Check/ATM card) card and any duplicates, renewals, or substitutions the Credit Union issue to you: "Account" means the Checking account designated on the application for your card: "Credit Union" means TopMark Federal Credit Union or anyone to whom the Credit Union transfers this agreement: and "Transactions" means use of the Card or Account number on the Card, and Personal Identification Number or Code (PIN) when required, or perform a Transaction with the Card.

- 1. ISSUANCE OF CARD:** You have requested the Credit Union to issue a Card that can be used to access funds in your Account. The Credit Union will issue a PIN that must be used with that Card for transactions that require a PIN. **DO NOT REVEAL YOUR PIN NUMBER TO ANYONE ELSE OR WRITE IT DOWN WHERE IT IS AVAILABLE TO OTHERS.**
- 2. RESPONSIBILITY FOR TRANSACTIONS:** You are responsible for all transaction's you make 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. Section 10 below tells you about your responsibility for unauthorized transactions.
- 3. USE OF THE CARD:** You may use the card without the PIN to purchase goods or services at places that accept Mastercard (these are point of sale or POS transactions). You may use your card to receive cash advances at financial institutions that accept Mastercard. You may use the Card and PIN to withdraw cash from your Accounts at ATMs. You may also order goods or services by mail or telephone from places that accept Mastercard. Some of these services may not be available at all locations. Use of the Card, the Account number on the Card, the PIN, or any combinations of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor Mastercard is an order by you for the withdrawal of the amount of the Transaction from the Account. Each Transaction with the Card will be charged to your Account the date the Transaction is posted to your Account. Use of the Card is subject to the terms and conditions of your Account. Any future changes to your Account may affect your use of the Card. Use of your Card at some ATM terminals may incur a Fee, these fees are disclosed in TopMark Federal Credit Union's Fee Schedule.
- 4. OVERDRAFTS:** A fee will be charged each time we authorize and pay an overdraft item, or transfer from a designated share/savings to cover the overdraft. These fees are disclosed in the TopMark Federal Credit Unions fee Schedule.
- 5. LIMITATIONS ON TRANSACTIONS AND DOLLAR AMOUNT OF TRANSACTIONS:** You may complete transactions with your Card up to a limit of 1500.00 per day. You may use your Card at ATM locations for the following purposes and the extent the law allows and the terminal is able to perform the transaction: (1) Cash withdrawals. You can use your Card and PIN at any terminal to obtain cash withdrawals from any of your designated accounts. Withdrawals must be in multiples of \$10 and cannot exceed \$300 within a 24-hour period. (2) Deposits. You can use your Card and PIN at any terminal to make a deposit to any of your designated accounts. Deposit Services available only at MAC terminals to make a deposit to any of your designated accounts. Deposit service available only at MAC terminals in Ohio. (3) Transfers. You can use your Card and PIN at any terminal to transfer money between your designated accounts. (4) Balance inquires. You can use your Card and PIN at any terminal to check the balances in your designated accounts.
- 6. RIGHT TO RECEIVE DOCUMENTATIONS OF TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from your Account using an ATM, merchants, or POS terminal. You will be sent a monthly statement showing transactions made with the Card. Sales or cash advance drafts for those transactions will not be returned with the statement You will retain copies of such drafts that were furnished at the time of the transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your account statement for errors, discrepancies, or improper transactions. Photo copies of drafts will be furnished upon request for a charge.
- 7. BUSINESS DAYS:** Business days of the Credit Union are Monday thru Friday 9:00 am to 5:00 pm other than legal holidays.
- 8. RETURN:** Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union, and your Account will be Credited.
- 9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** The Credit Union will disclose information to third parties about your Account or the Transaction you make when: (1) It is necessary for completing transactions; (2) In order to verify the existing and condition of your Account for a third party such as a credit bureau or merchant; (3) in order to comply with government agency or court orders or (4) if you give us permission.
- 10. LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** You are required to tell the Credit Union AT ONCE if you believe your Card has been lost or stolen. Your liability for unauthorized use is a maximum of either \$0.00 (Zero) or \$50.00. The Zero-Dollar limit applies if the following conditions are met: (1) You reported the loss or theft within 24 hours (2) You exercised care with the card (3) You have not reported 2 or more incidents of unauthorized use within the preceding 12 months and (4) Your account is in good standing with the Credit Union, otherwise the \$50.00 limit applies. If you do not tell the Credit Union within sixty days (60) after the statement was mailed to you, you may not get back any money you lost.
- 11. HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION:** If you believe the card or PIN has been lost or stolen or that someone had withdrawn or may withdraw money from your Account without permission, call (419) 223-5886 or write to: TopMark Federal Credit Union 1511 N Main St Lima, OH 45801
- 12. RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO EXCEPT AS PROVIDED IN PARAGRAPH 13:** If you have arranged in advance to have regular payments made from your account, you can stop these payments. You must tell the Credit Union in writing before the payment is scheduled to be taken. Placing the stop payment does not guarantee the item can be stopped by the Credit Union.
- 13. STOP PAYMENT WAIVER:** You waive the right to stop payment on any draft issued against your account which has been properly guaranteed.

14. **MERCHANTS DISPUTES:** The Credit Union is not responsible for the refusal of any merchant or any financial institution to honor your Card. The Credit Union is 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 the Credit Union 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.
15. **REFUSAL TO HONOR CARD:** The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.
16. **LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:** If the Credit Union does not complete a transaction on your Account on time or the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses or damages you are able to prove. The Credit Union will not be liable if we have terminated this Agreement, if the funds in your designated accounts are subject to legal process, or other circumstances beyond our control (such as fire, flood, or other acts of God) prevent the transaction from being completed despite reasonable precautions that we have taken, if a terminal does not have enough cash to complete the transaction, or if there is a technical malfunction which is known to you when you try to perform the transaction. There may also be other exceptions provided by applicable law.
17. **RULES OF THE ACCOUNT:** All transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.
18. **FOREIGN TRANSACTIONS:** Transactions that are initiated in foreign countries and foreign currencies will be charged to your account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by Mastercard through whose facilities such transactions are handled.
19. **EFFECT OF AGREEMENT:** Even though the sales, cash advance or other slips that you sign or receive using the Card, if the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.
20. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The Credit Union may from time to time offer additional services for your Account. Some may be a no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
21. **CHANGE IN TERMS:** The Credit Union 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 changed.
22. **TERMINATION OF ACCOUNT:** The Credit Union reserves the right to cancel your Card at any time without notice. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.
23. **NO WAIVER:** The Credit Union can delay forcing any of its rights under this Agreement and the law, any number of times, without losing those rights.
24. **STATEMENTS AND NOTICES:** Statements and notices will be mailed to you at the most recent address you have given the Credit Union.
25. **GENERAL:** To the extent permitted by law, you agree to pay reasonable cost, including attorneys' fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives, and successors and if more than one, jointly and severally.
26. **SIGNATURES:** By signing in the Signature area of the application form, or by using the Card, you agree to the terms of this Agreement. Retain this disclosure for your records.

BILLING RIGHTS NOTICE

In Case of Error or Questions About Your Card: Telephone us at 419-223-5886 or write us at: TopMark Federal Credit Union, 1511 N. Main St., Lima, Ohio 45801, as soon as you can, if you think your statement or receipts are wrong or if you need more information about a Transaction 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 Transaction you are unsure about, and explain as clearly as you can why you believe it is in 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) days. We will tell you the results of our investigation within 10 business days (twenty (20) business days for POS transactions or if the transaction is initiated outside the U.S.), after we hear from you we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for POS transactions or if the transaction is initiated outside the U.S.) to investigate your complaint or question. If we decide to do this, we will recredit your Account within ten (10) business days (twenty (20) business days for POS transactions or if the transaction is initiated outside the U.S.) 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 recredit 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 the documents that we used in our investigation.