



## Mastercard Check Card Disclosure & Agreement

By signing the application, you acknowledge you have requested a Mastercard Check Card and a personal identification number (PIN) to be issued to you to access funds on deposit with this credit union. You agree that the use of the card shall be governed by the terms, conditions and disclosures contained in this agreement. The terms and conditions governing the account (s) accessed by your card and PIN also are applicable. In the event of a conflict between the disclosures and the terms and conditions governing the account(s), the disclosures shall govern.

Use of the card and PIN by you, anyone authorized by you or a joint owner of the account constitutes authorization for the credit union to charge your account for the amount of the transaction. I understand and agree that, unless otherwise agreed to by all parties to the account, any joint owner of an account which may be accessed by the card and PIN may request, receive and use a Mastercard Check Card and PIN provided that the person requesting the card is the joint owner of all accounts which may be accessed by the card.

Any transaction which results in a negative balance of the affected account shall be subject to the overdraft provisions and procedures applicable to that particular account or the entire amount of the negative balance shall be paid to the credit union upon demand. In addition, you will be charged an overdraft fee (see fee schedule) to reimburse the credit union for the costs associated with processing such overdraft. The credit union may change 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(s), you will be given at least 21 days prior notice of the change. The credit union may cancel your card at any time. The card remains property of the credit union and you agree to return the card to the credit union upon termination of this agreement or as otherwise requested by the credit union.

If your card is lost or damaged and you desire issuance of a new card, or it is replaced for any reason, you will be charged according to the fee schedule for each such card. Statements, notices and disclosures will be mailed to you at the most recent address you have given the credit union. If there is more than one owner of the account, notice sent to any one owner will be considered notice to all.

The following provisions are disclosures made under and in compliance with the Electronic Funds Transfer Act. The disclosures should be read carefully. They explain certain conditions under which the card is offered, as well as the protection afforded users of the card. These disclosures constitute part of your contractual agreement with the credit union.

### **Types of Available Transfers and Limits On Transfers**

You may use your card with your personal identification number (PIN) to (1) withdraw cash from our checking and/or regular share account(s); (2) pay for purchases at places that have agreed to accept the card; and (3) learn the balance in the account(s). **You may withdraw cash or make purchases up to the balance in the account(s) up to a maximum of \$300.00 a day for ATM withdrawals and \$2500 point-of-sale transactions. You may use your card without a PIN to pay for purchases at places that have agreed to accept Mastercards. You**

**may make purchases up to the (the lesser of) the balance in your share draft account or \$2,500.00 per day, whichever is less, or approved.**

### **Disclosure of Charges For Transfers Or Right To Make Transfers**

There are no transaction charges for using card for a check debit. We will charge you \$1.00 for each cash withdrawal you make using your card at an ATM. We will charge you \$.50 for each balance inquiry. We will charge you \$2.00 to auto-transfer funds from savings to checking to cover an ATM or debit card withdrawal. If you attempt any service or type of transaction, which is not available to you under this agreement, you will be charged \$2.00 for each attempted service or transaction. **We will charge your savings account \$2.00 each June for our card services.**

### **To Be Notified 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 817-428-2463 or write to My Credit Union, 5744 Watauga Road, Watauga, TX 76148.

### **Liability for Unauthorized Transactions**

If you believe that your card or PIN has been lost or stolen, or that someone has used it, you **MUST** tell the credit union at once. Telephoning is the best way to limit the possible losses. You **MUST** follow up oral notices in writing. Your failure to report unauthorized use promptly can result in the loss of all of the money in your accounts. If you tell the credit union within 2-business days, you can lose not more than \$50 if someone uses the card without your permission. If you do not tell the credit union within 2-business days after you learn of the loss, and the credit union can prove the credit union could have prevented someone from using your card without permission, you could lose as much as \$500. If your statement indicates transactions that you did not make, notify My Credit Union at once. If you do not report the loss within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if the credit union can prove that the credit union could have rectified the loss had you notified the credit union in time, if a good reason, such as an extended hospital stay, kept you from notifying the credit union in time, the time period may be extended.

### **Error Resolution Disclosure**

In case of errors or questions about your Mastercard Check Card transactions, call 817-428-2463 or write to:

My Credit Union  
5744 Watauga Road  
Watauga, TX 76148

We must hear from you no later than sixty (60) days after we send 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 in error or why you need more information.

3. Tell us the dollar amount of the suspected error.

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

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 ninety (90) days to investigate your complaint or question. If we decide to do this, we will re-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 re-credit your account. If the transaction you believe to be in error occurred at a point-of-sale terminal, then we may take up to twenty (20) days to investigate your claim. If we need more time, we may take up to ninety (90) days. If we decide to do this we will re-credit the account in question within twenty (20) days of receiving your inquiry with the amount you think is in error.

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

### **Disclosure of Information to Third Parties**

The credit union may disclose information to third parties about your account or your transactions only when one of the following conditions exist:

- When it is necessary to complete transactions you have requested to be made.
- In order to verify the existence and status of your account(s) for a third party, such as a credit bureau.
- When ordered to do so by a government agency or court.
- If you give the credit union your written permission.

### **Disclosure of Business Days**

Our business days are Monday through Thursday, 9:00 am to 4:30 pm and Friday, 9:00 am to 6:00 pm. Holidays are not included.

### **Right to Reserve Documentation**

You can get a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance. You can also get a receipt at the time you make any transfer to or from your account using ATMs or a POS terminal. You should retain your receipt to compare with your statement.

You will get a monthly account statement reflecting transactions for your account(s) unless there are no transfers or withdrawals. In any case, you will get a statement at least quarterly.

### **Liability for Failure to Make Transfers**

If the Credit Union does not complete a transfer to or from your account on time or in the correct amount according to My Credit Union's agreement with you, the credit union will be liable for your losses or damages. However, there are some exceptions. My Credit Union will NOT be liable, for example:

- If, through no fault of the credit union's, your account does not contain enough money to complete the transaction.
- If the transaction information supplied to the credit union by you or a third party is incorrect or untimely,
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If the money in your account is subject to legal process or other claim.
- If circumstances beyond the credit union's control (such as, but not limited to, fire, flood, electrical failure or malfunction of our central data processing facility) prevents the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid these circumstances.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.



Access Your Account  
24-Hours a Day  
7 Days a Week  
365 Days a Year

P/C Access  
[www.mycutx.com](http://www.mycutx.com)

Telephone Access  
Local 817-605-1730  
Metro 817-849-8245  
Outside Dallas/Fort Worth Area  
1-800-235-8392