

## LAREDO FEDERAL CREDIT UNION

### FUNDS AVAILABILITY POLICY

***IMPORTANT NOTICE:*** *The following Funds Availability Policy applies only to deposits into Laredo Federal Credit Union Checking Accounts. Although we will generally apply this policy to other Accounts, such as Savings and Money Market Accounts, in some cases we may delay the availability of funds deposited into other Accounts for longer periods than as described below. Please ask a member services representative if you should have any questions about the availability of funds deposited into any of your Accounts.*

#### **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks and other payment transactions that you have authorized.

Once funds are made available, you can withdraw the funds in cash and we will use the funds to pay checks and other payment transactions that you have authorized. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you have any questions, be sure to ask us.

#### **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

#### **Same-Day Availability**

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers
- Checks drawn on Laredo Federal Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you.
- Cashier's certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if those items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

### **Other Check Deposits**

For all other check deposits, the first \$275 of your deposit will be available on the first business day after the day of your deposit, and the remaining funds will generally be available on the second business day after the day of your deposit. In some cases, withdrawals in cash from check deposits described in this paragraph may not be available until the third business day after the day of your deposit. See the Cash Withdrawal Limitation paragraph below for more information.

### **Cash Withdrawal Limitation**

We place certain limitations on withdrawals in cash. The phrase "withdrawals in cash" includes, without limitation, cash withdrawals, an electronic payment, issuance of a cashier's or teller's check, and any other irrevocable commitment to pay. In general, and as described in the previous paragraph, \$275 of a deposit is available for withdrawals in cash on the first business day after the day of the deposit. An additional \$550 of the deposit is available for withdrawals in cash at 5:00 p.m. on the second business day. Any remaining funds from the deposit will be available for withdrawals in cash on the third business day.

### **Longer Delays May Apply**

In addition, Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Foreign checks payable in U.S. or foreign currency and drawn on or payable through depository institutions outside the United States are accepted for collection only and are not subject to this Funds Availability Policy. We generally receive funds for foreign checks taken for collection within three to six weeks. We will notify you when the funds for a foreign check taken for collection have been received and deposited to your Account.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your Account is open:

Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## **ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES**

**To Report Lost or Stolen ATM Card or MasterCard Debit Card: (800) 472-3272 (24 hours).**

**Telephone Number for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, and**

**Error Resolution: (956) 722-3971 or (877) 722-3972  
(during business hours)**

### **AGREEMENT**

**1. General.** The terms, conditions, and disclosures appearing below generally apply to all of our Electronic Fund Transfer Services (“Services”), unless we reference a specific service in connection with any term, condition, or disclosure. All Services are provided subject to approval. Additional terms, conditions, and disclosures may be furnished to you at the time you arrange for any of these Services. In this Agreement and Disclosures, the “Card” refers to the Laredo Federal Credit Union (“LFCU”) Automated Teller Machine (“ATM”) Card and the MasterCard Debit Card. If a Card is issued to you or if you arrange for a Service, you agree that the use of any such Card or Service shall be governed by the terms of Membership and Account Agreement, the terms and conditions set forth in this Agreement and Disclosures, and any additional terms, conditions or disclosures provided to you when a Card is issued or a Service is provided. In the event of any conflict between those documents, any additional terms, conditions, or disclosures shall prevail, followed by the terms of this Agreement and Disclosures, and then the terms of the Membership and Account Agreement, unless one of those documents specifically provides for a different priority. Capitalized terms used in this Agreement and Disclosures, but not defined herein, shall have the same meaning as in the Membership and Account Agreement.

**2. Overdrafts.** 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 holds and are immediately available for withdrawal and to pay presented transactions. If your Account has sufficient available 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 fund transfers presented or made. You agree that use of the Card and Personal Identification Number, Home Banking ID and Password, or any other similar means of electronic Account access (individually and collectively referred to as a “PIN”) shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Membership and Account Agreement and any other overdraft protection agreements you may have with us.

**3. 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 of any transaction initiated through use of the Card or a PIN.

**4. Card and PIN Security.** You agree to keep your Card and all PINs issued to you in a place of safekeeping, to refrain from disclosing your PINs to any third party, and to refrain from writing your PIN on your Card. You agree that the use of the Card or a PIN by (i) you, (ii) any other applicant, (iii) any Joint Owner or other authorized user on any of your Accounts, (iv) anyone you permit or authorize to use your Card or PIN, and (v) 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. You understand and agree that anyone authorized to use your PIN for the Audio Response, Home Banking, and Mobile Banking Services will have full access to your Account and loan information available through those Services, including Accounts in which the person may not have any ownership interest, and we are not responsible for access by such persons. 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.

**5. Surrender, Cancellation and Amendment; Denial of Services.** You agree to surrender the 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. We may suspend or terminate your Services, for example, if you default or cause us a loss on any loan or other obligation to us or if you are abusive in the use of your Services, including repeated overdrafts. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. In certain circumstances, electronic Services may be reinstated if any delinquency, loss, or abuse is subsequently cured. You may terminate this Agreement or a Service at any time by notifying us in writing, but you will remain liable for all transactions you make or authorize both before and after any termination. We are not required to notify any other Account Owners or authorized users of any changes to or termination of any Service made by an Account Owner that affects the other Account Owners or authorized users. The Party making changes is responsible for notifying the other Account Parties in such event. We may add to, change, or delete any terms of Agreement and Disclosures, from time to time, subject to such notification as may be required by applicable law.

**6. MasterCard Debit Card Preauthorization Holds.** When you use your MasterCard Debit Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization amount from us to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place a hold on your Account for up to five days for the amount of a preauthorization request. This hold may remain on your Account for up to five days, not including weekend days and banking holidays, even after the transaction has been paid. Preauthorization holds may affect the availability of funds in your Account to pay for checks, MasterCard Debit Card transactions, and other withdrawal orders on your Account. You acknowledge and agree that we may place merchant preauthorization holds on your Account in connection with your Card use, and we are not liable for any costs or fees you may incur for dishonor of items or otherwise because of such holds.

**7. ATM/Debit Card Use Restrictions.** For your security, use of all ATM and MasterCard Debit Cards is generally restricted to the State of Texas, U.S.A. If you will be travelling outside of Texas or the United States, please notify us in advance at (956) 722-3971 to temporarily remove the restrictions on your Card while you will be travelling. We reserve the right to block ATM and debit card transactions in certain countries and states without prior notice. When traveling, you should always have alternative forms of payment available.

## DISCLOSURES

**Notice to Business and Organization Account Holders:** The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to non-consumer Accounts. If you are a business or organization Account holder, the disclosures appearing below relating to your liability for unauthorized transfers (except for the zero liability rules for unauthorized use of the MasterCard Debit Card), credit union liability, and billing errors do not apply to business or organization Accounts. The remainder of the disclosures below are not intended to expand the scope or coverage of the Act or Regulation to business or organization Accounts.

### 1. TYPES OF AVAILABLE TRANSFERS

(a) **ATM Card.** The ATM Card is available only to members who do not have a Checking Account with us and is subject to approval. If you have only a Savings Account with us and later open a Checking Account, upon approval we will issue a MasterCard Debit Card at the time of the Checking Account opening and cancel the ATM Card.

You may use your ATM Card and PIN to:

- Withdraw cash from your Regular Savings Account.
- Request balance information for your Regular Savings Account.

*Some of these services may not be available at all terminals. See Section 2 of these Disclosures for Transfer Limitations.*

(b) **MasterCard Debit Card.** The MasterCard Debit Card is available to members who have a Checking Account with us and is subject to approval. You may use your MasterCard Debit Card and PIN to:

- Withdraw cash from your Checking and Regular Savings Accounts at ATMs that accept the Card.
- Transfer funds between your Checking and Regular Savings Accounts at ATMs that accept the Card.
- Request balance information for your Checking and Regular Savings Accounts at ATMs that accept the Card.

- Pay for purchases from your Checking Account at places that accept the Card.

*Some of these services may not be available for all Accounts or at all terminals. See Section 2 of these Disclosures for Transfer Limitations.*

(c) **Audio Response Service.** You may use your User ID and PIN to:

- Transfer funds between Accounts under your member number and to other Credit Union accounts on which you are an Owner.
- Request balance and Account history information for your Accounts.
- Make payments on your Credit Union loans from your Accounts.
- Schedule one-time and recurring transfers from your Accounts to other Accounts of yours.
- Perform other transactions as permitted by the Service.

*Some of these services may not be available for all Accounts. See Section 2 of these Disclosures for Transfer Limitations.*

(d) **Online Banking and Mobile Banking Services.** You may use your Home Banking ID and Password to:

- Transfer funds between Accounts under your member number and to other Credit Union accounts on which you are an Owner.
- Request balance and Account history information for your Accounts.
- Arrange for bill payments to third parties from your Checking Account.
- Make payments on your Credit Union loans from your Accounts.
- Schedule one-time and recurring transfers from your Accounts to other Accounts of yours.
- Perform other transactions as permitted by the Service.

*Some of these services may not be available for all Accounts. See Section 2 of these Disclosures for Transfer Limitations. Your contractual arrangement and any user instructions for the bill payment Service may provide for additional terms, conditions, disclosures, and limitations. We may adjust transaction limits, subject to notification as required by applicable law.*

(e) **Preauthorized Transfers.** Depending on our arrangement with you, you may make certain preauthorized transfers to or from your Accounts including:

Direct deposit of your payroll or other recurring types of deposits to your Checking or Savings Accounts.

- Preauthorized payment of certain types of recurring payments from your Checking or Savings Accounts.
- Preauthorized payment of certain types of recurring payments to your Checking or Savings Accounts.

*Some of these services may not be available for all Accounts. See Section 2 of these Disclosures for Transfer Limitations.*

- (f) **Electronic Check Conversion.** If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking 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.

## 2. LIMITS ON TRANSFERS

### (a) Transfer Limits for Savings and Money Market Accounts.

We may charge an Excessive Share Withdrawal Fee as set forth in our Fee Schedule if you make more than three in person cash and/or check withdrawals or fund transfers, or a combination of such withdrawals and fund transfers, from your Regular Savings Account during any calendar month.

In addition to the foregoing, Federal Reserve Board regulations require that, during each statement period, you may not make more than six withdrawals and transfers, or a combination of such withdrawals and transfers, from any of your Savings or Money Market Accounts to another Account of yours (other than for the purpose of making a Credit Union loan payment) or to a third party by means of a preauthorized or automatic transfer (including automatic overdraft protection transfers and transfers using the Audio Response, Home Banking, and Mobile Banking Services). **If you exceed this transfer limit, we will charge an Excessive Reg. D Withdrawal Fee as set forth in the Fee Schedule for each transaction in excess of the limit. Further, if excessive preauthorized or automatic transfers and withdrawals activity continues to occur on your Savings or Money Market Accounts, we may impose transfer and withdrawal restrictions on those Accounts, and the Accounts will be subject to closure.** ATM withdrawals, in-person withdrawals, and withdrawals by mail **do not count** toward the Regulation D transfer limit. You authorize us to charge any Account of yours without notice for any fees owing to us. **Please contact us if you need help understanding the Regulation D transfer limits and how to avoid excessive withdrawal fees on your Savings and Money Market Accounts.**

**(b) ATM Card Transfer Limits.**

- Each ATM withdrawal is limited to a maximum of \$500 per transaction.
- You may perform up to three ATM withdrawal transactions from your Regular Savings Account, with an aggregate daily withdrawal limit of \$500, per 24-hour period using your Card.
- Card use is generally limited to the State of Texas. See Paragraph 7 of the Agreement section above regarding use of the ATM Card outside the State of Texas.

**(c) MasterCard Debit Card Transfer Limits.**

For the MasterCard Debit Card, there is an overall daily transaction limit of 12 transactions per 24-hour period with an aggregate daily withdrawal limit of \$2,000 for consumer Accounts and \$2,500 for business Accounts. Within these daily limits, the following additional transaction limits apply:

- You may perform up to three ATM transactions from your consumer or business Checking Account or Regular Savings Account, with an aggregate daily withdrawal limit of \$500, using your Card and PIN at an ATM.
- You may perform up to 12 point-of-sale (signature or PIN-based) transactions from your Checking Account, with an aggregate daily withdrawal limit of \$1,000 for consumer Accounts and \$1,500 for business Accounts, using your Card at point-of-sale terminals.
- You may perform up to 12 “Card Not Present” transactions from your consumer or business Checking Account, with an aggregate daily withdrawal limit of \$500, using your Card to purchase goods and services from merchants.
- Card use is generally limited to the State of Texas. See Paragraph 7 of the Agreement section above regarding use of the MasterCard Debit Card outside of the State of Texas.

- 3. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** Charges imposed in connection with the Services are disclosed in the Fee Schedule accompanying these disclosures and/or in any additional terms, conditions, and disclosures provided to you when you request and are approved for a Service. You authorize us to charge any Account of yours for fees assessed in connection with the Services.
- 4. NON-PROPRIETARY AND OUT-OF-NETWORK ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**5. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**

- (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 point-of-sale terminal.
- (b) Preauthorized Transfers. If you have arranged to have direct deposits made to your Account at least once every 60 days, either the person or company making the payment will tell you every time they send us the money, or you can call us at the number listed below to find out if the deposit has been made.
- (c) Periodic Statements. You will get a monthly Account statement on any Account having an electronic fund transfer. In any case, you will get a statement at least quarterly.

**6. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.** Tell us AT ONCE if you believe your Card, PIN, Password, Home Banking ID, or any other means of accessing your Accounts 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 keeping your possible losses down. You could lose all the money in your Account.

**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.

- 7. TELEPHONE NUMBER AND ADDRESS FOR NOTIFICATION OF UNAUTHORIZED TRANSFERS.** If you believe your Card, PIN, Password, Home Banking ID, or any other means of accessing your Accounts has been lost or stolen or if someone has transferred or may transfer money from your Account without your permission, call:

(956) 722-3971 or (877) 722-3972  
(during business hours)

Or

For Lost or Stolen ATM or  
(800) 472-3272 (24 hours)

or write to:

LAREDO FEDERAL CREDIT UNION  
1119 Corpus Christi  
Laredo, TX 78040

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. Telephoning us as soon as possible is the best way to keep your possible losses down.

- 8. BUSINESS DAYS.** Our business days are Monday through Saturday except for federal holidays and the day after Thanksgiving. We also close early on Good Friday, Christmas Eve, and New Year's Eve. Operating hours may vary and are posted on our website at [www.laredofcu.net](http://www.laredofcu.net).

- 9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your Account or the 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. PREAUTHORIZED PAYMENTS.**

- (a) **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us or write us at the telephone number or address disclosed above 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 14 days after you call. There will be a charge for each stop payment order you give. Please refer to our Fee Schedule accompanying this Agreement for fees we will charge you in connection with stop payment orders.

- (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, 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.
- (c) **Liability for Failure to Stop Payment of Pre-Authorized Transfer.** 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 or damages proximately caused by our failure.

**11. CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** 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 may be liable for your 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 supplied by you or your agent.
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
- There may be other exceptions stated in our agreements with you.

**12. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.**

Telephone or write us at the telephone number or address above 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.

- (a) Tell us your name and Account number.
- (b) 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.
- (c) 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 10 business days.

We will determine whether an error occurred within 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 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 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 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three 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.

**13. ILLEGAL TRANSACTIONS.** You agree that you will not cause or allow the Card or a PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may decline to authorize any such 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 also waive any right to take legal action against the Credit Union for your illegal use of the Card, and you agree to indemnify and hold the Credit Union and MasterCard International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**14. INTERNATIONAL TRANSACTIONS.** If you effect an international transaction with your MasterCard Debit Card, MasterCard International, Inc. will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for

such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. We will charge a Foreign Transaction Fee in an amount as set forth in the Fee Schedule on all international transaction amounts.

**15. ATM SAFETY PRECAUTIONS.** Exercise discretion when using an Automated Teller Machine 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.