



Mountain Laurel Federal Credit Union MasterMoney 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 MasterMoney Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Card; “Credit Union” means the Credit Union whose name appears on this agreement or anyone to whom the Credit Union transfers this agreement; and “Transaction” means use of the Card or the Account Number on the Card, and a Personal Identification Number (“PIN”) when required, to perform a transaction with the Card.

1) Issuance of Card. You have requested the Credit Union to issue you a card that will be used to access funds in your account. The Credit Union will issue you a PIN that must be used with the Card for Transactions that require use of a PIN. Do not reveal your PIN to anyone else or write it down where it is accessible to others.

2) Responsibility For Transactions. You are responsible for all Transactions 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 describes your responsibilities for unauthorized transactions.

3) Use of the Card.

You may use the Card and PIN to:

*withdrawal cash from your Account at ATM’s, merchants, or financial institutions that accept MasterCard.

You may use the Card without the PIN to:

*purchase goods or services from merchants that accept MasterCard (these are point of sale or POS transactions)

*Order goods or services by mail or telephone from merchants that accept MasterCard.

*Make automatic payments from your Account to pay bills or other charges, provided that the person or organization that you are paying agrees to accept payments this way. Some of these services may not be available at all ATM’s or POS terminals.

To have the Transaction processed as POS, you must press the “Credit” button on the keypad. POS Transactions are processed much like credit card transactions.

Use of the Card, the Account Number on the Card, the PIN or any combination of the three for automatic payments, purchases, or to obtain cash from merchants, financial institutions or others who honor MasterCard is an authorization by you for withdrawals of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account in the order in which it is received by the Credit Union.

Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

4) Overdrafts . You promise to pay the Credit Union immediately upon demand for any negative overdraft balance arising in your Account, if you have available Overdraft Privileges. Failure to repay the Credit Union may result in the suspension of the card. If you do not have Overdraft Privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you may have with the Credit Union, except an Individual Retirement Account.

5) Limitations on Dollar Amounts and Frequency of Transactions.

The following limitations apply to the use of the Card:

- **Maximum of \$500.00 per day at any ATM.**
- **Maximum of \$1,000.00 per day for Point Of Sale transactions.**

6) ATM Fees. When you initiate a transaction or make a balance inquiry at an ATM not owned by MLFCU, you may be charged a fee by the ATM operator or any network used to complete the transactions. Fees may apply even if you do not complete the transaction.

7) Charges for Transactions. The amount of the charges will be deducted automatically from your draft account:

- Insufficient Funds Fee (NSF) - \$25.00 per item
- Courtesy Pay Fee (CPAY) - \$25.00 per item
- Annual Fee - None
- Replacement Fee - \$10.00 per card
- Account Reconciliation - \$20.00 per hour

8) Right to Receive Documentation of Transactions.

- You will receive a receipt at the time you make any transaction using an ATM or point of sale terminal.
- You will be sent a monthly Account Statement showing the transactions made with the Card unless there are no transactions in a particular month. In any case, you will be sent a statement at least quarterly.

9) Business Days.

St. Marys Office Hours:

Monday - Wednesday: 9:00am - 4:00pm

Thursday: 9:00am - 5:00pm

Friday: 9:00am - 6:00pm

Holidays are not included.

10) Disclosure of Account Information to a Third Party.

The Credit Union will disclose information to third parties about your account or the transactions you make:

- 1) when it is necessary for completing transactions; or
- 2) In order to verify the existence and conditions of your account of a third party such as a credit bureau or merchant; or
- 3) In order to comply with government agencies or court orders; or
- 4) If you give us your written permission.

11) Deposits. Due to system limitations, the credit union does not recommend depositing to your account by use of ATM or POS terminal. The credit union holds no liability for the amount of time deposits, performed in this manner, are on hold. Please contact the ATM or POS terminal owner.

12) Liability for Unauthorized Transactions: Your liability under federal law for unauthorized use of your Debit Card depends on how quickly you report the loss. If you report your card missing *before* it’s used without your permission, the Credit Union cannot hold you responsible for any unauthorized transfers. If you notify the Credit Union within two (2) business days after you realize the card is missing you will not be responsible for more than \$50.00 for unauthorized use.

However, if you don’t report the loss within two (2) business days after you discover the loss, you could lose up to \$500.00 because of an unauthorized transfer. You also risk **unlimited** loss if you fail to report an unauthorized transfer within sixty (60) days after your Credit Union statement containing unauthorized use is mailed to you. If the unauthorized transfers involve only your card number, not your card, you are liable for the transfers that occur after sixty (60) days following the mailing of your statement containing the unauthorized use and before you report the loss.

After the sixty (60) days, if the Credit Union can prove that it could have stopped someone from taking the money if you had notified them in a timely manner, you may not be able to recover any of your loss.

If a good reason (such as a long term trip or a hospital stay) kept you from notifying the Credit Union, time periods will be extended.

13) How to Notify the Credit Union in the Event of an Unauthorized Transaction. If you believe the Card or PIN has been stolen or that someone has transferred or may transfer money from your Account without your permission call 1-814-834-9518. If After Hours or Weekend please call 1-888-467-7001.

Or write: Mountain Laurel Federal Credit Union
PO Box 193
413 South Michael St.
St. Marys, PA 15857

14) Right to Stop Preauthorized Transactions. If you have arranged in advance to have regular payments made from your account, you can stop any of these transactions. Here's how: Call the Credit Union at 814-834-9518 or call the After Hours/Weekend call center at 888-467-7001. **You do NOT have the right to stop payment on any point of sale transaction or any transaction you perform at an ATM.**

15) Liability for Failure to Stop Payment of Preauthorized Transaction. The Credit Union is not liable for stopping any preauthorized transactions on Your Account. This is the cardholders responsibility.

16) Notice of Varying Amounts. Preauthorized payments/ transactions may vary in amount, the person/merchant you are going to pay should notify you, (10) ten days before each transaction, when it will be made and how much it will be. You may choose, instead, to get this notice only when the payment/ transaction would differ by more than a certain amount from the previous payment/transaction or when the amount would fall outside certain limits that you set.

17) 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 the retention of the Card. The Credit Union is also not responsible for the refusal of any merchant of financial institution to honor the Card or for the retention of the Card.

18) Liability for Failure to Make Transactions. If the Credit Union does not complete a transaction to or from your Account on time or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable, for instance:

- If through no fault of the Credit Union you do not have enough money in your Account to make the transaction.
- If you have overdraft privilege with the Credit Union and the transaction would exceed your overdraft privilege limit.
- If the automatic teller machine where you are making the Transaction does not have enough cash
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.
- If your account is subject to legal process or other claim.
- If you use a damaged or expired access device or an access device that has been reported stolen or lost.
- If the Credit Union believes that something is wrong, for example that your card has been stolen.
- For preauthorized transactions, if through no fault of the Credit Union, the payment information for preauthorized transactions is not received.

19) Rules of Account. All transactions covered by this agreement are also debited or credited in connection with a transaction, except as modified by this agreement.

20) Travel. You are responsible for notifying the credit union of any travel plans that may include use of the card. The Credit Union will not be held liable for interrupted service if we were not notified.

21) Foreign Transactions. Transactions that are initiated in foreign countries will be charged to your account in US dollars. The conversion rate to dollar will be at: (i) the wholesale market rate, or (ii) the government-mandated rate, which ever is applicable, in effect one (1) day prior to the processing date, increased by one percent. (1%).

22) Effects of the Agreement. Even though the sales, cash advance, or other slips that you sign or receive when using the card or the account number on the card may contain different terms, this agreement is the sole agreement that applies to all transactions involving the card.

23) Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your account. Some may be at no additional cost to you and others may involve a specific fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at anytime.

24) Change in Terms. 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 Accounts, you will be given at least twenty one (21) days prior notice of the change.

25) Termination of Account. The Credit Union reserves the right to cancel your Card at any time. 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 request of the Credit Union.

26) No Waiver. The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.

27) Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notification to all.

28) General. To the extent permitted by law, you agree to pay reasonable costs, including attorney's 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.

28) Signatures. By activating this card, you accept all responsibilities to the agreement above.

Error Resolution Notice

In Case of Errors or Questions about your card: Telephone us at (814) 834-9518 or write us at: Mountain Laurel Federal Credit Union
PO Box 193
413 South Michael St.
St. Marys, PA 15857

Contact us as soon as you can, if you think your statement or receipt is 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 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 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) business days. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your Account. If all documentation is received and we are able to proceed with the dispute process, we will credit your account within ten (10) business days, in the amount of the error, so that you will have the use of the money during the time it takes to complete our investigation. This is called a Provisional Credit. If our claim for the error is denied, we may be required to debit your account in the amount of the provisional credit. 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 (which could take up to ninety (90) days), you may ask for copies of the documents that we used in our investigation.