

**U. S. Postal Service Federal Credit Union
VISA CHECK CARD, QUE, AND VIRTUAL BRANCH AGREEMENT
AND DISCLOSURE STATEMENT**

This *Electronic Funds Transfer Agreement* is the contract which covers you/your rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by U. S. Postal Service Federal Credit Union. In this Agreement, the words you/yours mean those who sign the application as applicants, joint owners, or any authorized users. The words we, us and our mean the Credit Union. The word account means any account with the Credit Union designated on the application. EFTs are electronically initiated transfers of money from your account through the services described below.

Services available on the VISA Check Card

The VISA Check Card, together with your Personal Identification Number (PIN) allows you to use the Automated Teller Machine (ATM) System. By accepting or using your VISA Check Card, you agree to the terms and conditions contained in this disclosure. The Card remains the property of USPS FCU and we retain the right to revoke your electronic banking privileges, if necessary. Your PIN is your electronic signature and is issued for security reasons. For your protection, do not write it on the Card, and do not disclose it in any way to anyone. In selecting your PIN, you should not use your birthday, Social Security number, address, phone number or any other information about yourself that can be easily discovered. Your Card is for your use only. Do not give it to anyone or authorize anyone to use it.

1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

(a.) QUE Telephone Teller and VIRTUAL BRANCH Online Banking

1. You may use QUE Telephone Teller and VIRTUAL BRANCH Online Banking to:

- Transfer funds within your account.
- Make payments on USPS FCU loans from your account.
- Obtain cash advances on USPS FCU Line of Credit.
- Obtain balance information from your account.

(b.) VISA Check Card. You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your Checking Account. If the balance in your account is not sufficient to pay the transaction amount, you agree that we may terminate this Agreement and that we may demand immediate payment of the amount overdrawn. You may use your Card to:

- Make deposits to your savings/checking account at designated locations.
- Withdraw funds from your savings/checking accounts.
- Transfer funds from within your savings/checking accounts.
- Make POS (Point of Sale) transactions with your Card and Pin to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from merchants that accept VISA.

The following limitations on the amount of VISA Check Card transactions may apply:

- You may purchase up to a maximum of \$3,000 per 24 hours.
- You may withdraw up to a maximum of \$1,510 per 24 hours from an ATM machine, if there are sufficient funds in your account. This is inclusive of retail purchases and withdrawals with your ATM portion (PIN entered transactions). This does not include pinless transactions.
- You may transfer up to the available balance in your account. The above transactions for your VISA Check Card are only applicable to the account which you list on your application form.

2. Conditions of EFT Services.

(a.) Ownership of Card(s). Any Card we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be reclaimed at any time at our sole discretion without demand or notice. You cannot transfer your Card to another person.

(b.) Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

(c.) Joint Accounts. If your account is a joint account, all joint owners, including any authorized users, shall be bound by the Agreement alone and together, shall be responsible for all EFT transactions to or from any savings/checking account or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding the EFT transaction on the account from any joint owners.

3. Charges for Transactions. The amount of any charges will be automatically deducted from your account.

(a.) Insufficient funds (NSF) – See current schedule of fees and charges at www.uspsfcu.org

4. Member Liability. Contact us immediately if you believe your Card or PIN may have been lost or stolen. If you notify us your liability will be as follows:

(a.) If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50, if someone used your Card and PIN without your permission.

(b.) If someone used your ATM and PIN without your permission, you could lose as much as \$500 if you do not contact us within two (2) days of discovery of the loss and we can prove that we could have prevented the loss had you contacted us.

(c.) \$0 liability if the cardholder reports the loss or theft of the Card. Also, if your monthly statement shows transfers or purchases that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any of the money lost after the 60 days, if we can prove that your contacting us would have prevented these losses. If you believe that your Card has been lost or stolen, please call 1-800-472-3272, 24 hours a day, 7 days a week.

5. Right to Receive Documentation.

(a.) Periodic Statements. Transfers and withdrawals made through any ATMs, VISA Check Card transactions, or audio response transactions, or preauthorized EFT's will be recorded on your periodic statement. You will receive a statement monthly.

(b.) Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using a VISA Check Card, POS terminal, or transaction with a participating merchant.

6. Business Days. Our business days are Monday through Friday excluding all federal holidays.

7. Credit Union 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. However, we will not be liable for direct or consequential damages in the following events:

(a.) Liability for Direct or Consequential Damages.

- If through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or in accordance with our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- 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 circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claims.
- 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.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.

(b.) Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding (14) days after it has been made.

(c.) Notice of Varying Amounts. If regular payments vary in amount, the person you are going to pay is required to advise you, ten (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.

(d.) Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

8. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of the change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

9. ATM Security. The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or code on your Card.
- Report all crimes to law enforcement officials immediately.

10. Billing Errors. In case of errors or questions about electronic funds transfers from your share/checking account, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Telephone: (301) 856-5000 / (800) 877-7328

Or write to: U. S. Postal Service Federal Credit Union

Attn: VISA Check Card

7905 Malcolm Road, Suite 311

Clinton, MD 20735-1730

- Tell us your name and account number.
- Describe the transaction(s) you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- 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 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within five (5) 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 five (5) business days, we may not credit your account. For transactions initiated outside the United States or in the event there are transfers resulting from a POS transaction, we will have twenty (20) business days instead of ten (10), and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you with copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

11. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants with authority to make bill payment transfers that the authority has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to your account that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT's made prior to termination.

12. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Maryland and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. Enforcement. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on an account accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and cost, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions, if applicable. You agree if there is a lawsuit, it may be filed and heard in the county and state in which the Credit Union is located, if allowed by the applicable law.

14. Illegal Gambling and Gaming Transactions. VISA Credit Cards and Debit Cards cannot be used to purchase or conduct any illegal gambling or gaming transactions, including but not limited to casino style gaming, sports betting, and lottery tickets.