# **PSECU**<sup>®</sup>

## DEBIT CARD TERMS AND CONDITIONS AND ELECTRONIC FUND TRANSFERS (REGULATION E) DISCLOSURES

### DEFINITIONS

"ATM" refers to any automated teller machines that are part of any network such as PLUS<sup>®</sup> and NYCE<sup>®</sup> that accepts Your card.

**"Bill Payer" (BP)** is the service that provides payments to third parties from Your designated Checking Share.

"Checking Share" refers to any share for which You may write a check or use a Debit Card.

"Debit Card" refers to the Visa® Debit Card.

"Digital Banking" means banking and other access to Your account from an Internet accessible device including but not limited to a mobile device, computer, or tablet.

**"ET"** refers to Eastern Standard Time or Eastern Daylight Time as applicable and hereinafter referred to as Eastern Time (ET).

"Payment Date" is the date You have scheduled any payment to be processed, mailed, or transmitted by Us. If the Payment Date is on a holiday or weekend, the disbursement will be mailed or transmitted on the last business day before the holiday or weekend. Business days are Mondays through Fridays, exclusive of Our designated holidays.

"Personal Identification Number" or "PIN" refers to the identification number that You select as your credentials in order to access Your account and/or use the ATM service associated with the Debit Card.

"Point-of-Sale (POS)" refers to any purchase of goods and services ("Purchase") that You make with Your Debit Card at any retail establishment ("Merchant") that requires a signature on a receipt or the key entry of a PIN to validate the Transaction.

"Transaction" or "Transactions" refer to each and all transfers, withdrawals, deposits, payments, items, presentments, fees, and other transactional activity made to or from Your accounts regardless of medium (e.g., paper check, ACH, or other electronic Transaction and including through the use of the Debit Card or ATM). Where applicable throughout these terms and conditions, Debit Card purchases and ATM withdrawals have been specifically excluded throughout these terms and conditions.

"You", "Your" or "Yourself" refers to applicant, member, joint owner, and other authorized party as applicable.

"We", "Us", "Our" or "Ours" refers to Pennsylvania State Employees Credit Union (PSECU).

#### **DEBIT CARD TERMS AND CONDITIONS**

These terms and conditions govern the Visa® Debit Card ("card"). The use of this card will signify Your acceptance of the terms and conditions. If two or more persons have signed the Debit Card application to which these terms and conditions apply, You jointly and individually agree to the terms and conditions. Debit Card service is governed by Electronic Fund Transfers (Regulation E) Disclosure. To read this disclosure, see page 2 .

The cards remain Our property, and You must recover and surrender to Us all cards upon our request and upon termination of these terms and conditions. You agree that the Debit Card is non-transferable.

Debit Card and ATM Transactions - You agree that We may debit and credit the shares and line of credit accounts associated with the Debit Card issued to You in accordance with the instructions You give.

AFFECTED ACCOUNTS - You agree that Your Checking Share will be subject to these terms and conditions and the Transactions that they describe. You also acknowledge that You are listed as an individual or joint owner of the Checking Shares. You also agree that any account that You have set up for Overdraft Protection Transfer Service, including any line of credit, will also be subject to these terms and conditions and the Transactions they describe. Should We receive any Debit Card or other debit Transaction that is greater than the available balance of funds in Your Checking Share, We may, at our sole option and without regard to which cardholder completed the Transaction, either settle the Transaction and add the excess to any loan that You may have set up as Overdraft Protection Transfer Service or deduct it from any share You have set up as Overdraft Protection Transfer Service. The exercise by Us of any Overdraft Protection Transfer Service option to any line of credit constitutes authorization by You to advance funds from Your line of credit regardless of whether the joint accountholder is also a party to the line of credit. All owners agree to be liable for any negative balances, including fees and costs, created by the actions of any joint owner, in any jointly held account. If We sue You to collect any outstanding negative account balances, You agree to be liable for Our costs and expenses, including reasonable attorneys' fees incurred in connection with the suit. You also agree that these terms and conditions will apply to deposit and line of credit accounts that You have with Us now and in the future.

#### The following Debit Card Transactions are permitted:

**DEBIT CARD TRANSACTIONS** - The Debit Card can be used without Your PIN for Point-of-Sale Transactions with Merchants that accept Visa® Debit Card Transactions. You agree that We may treat the instructions that You give in this way as if they were written orders bearing Your genuine signature.

The card with Your PIN can be used at ATMs and POS locations. You may use the card at an ATM to: (1) withdraw cash; (2) make deposits; (3) effect transfers; or (4) receive information regarding the balance in Your account(s).

You further understand You may use the card to Purchase goods and services ("Purchase") at any Merchant where the card is accepted by such Merchant.

If You use the card to make a Purchase or to obtain cash, if permitted by the Merchant, You shall be requesting Us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from Your Checking Share and directing or ordering Us to pay such funds to the Merchant. USE OF PIN - You acknowledge that the PIN You use with the card is Your signature, identifies You to the PLUS® or NYCE® system or other network ATM, and authenticates and validates the directions given just as Your actual signature and other proof to identify You. You also understand that a Merchant that accepts the card for a Purchase Transaction may have an electronic terminal (Merchant operated or self-service), that requires the use of Your PIN and when Your PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as Your actual signature will authenticate and validate Your directions given to Us. You acknowledge that Your PIN is an identification code that is personal and confidential and that the use of Your PIN with the card is a security device for Your account(s). Therefore, You agree to take all reasonable precautions that no one else learns Your PIN.

**LIABILITY FOR UNAUTHORIZED TRANSACTIONS** - If anyone repeatedly tries to use an incorrect PIN to order any electronic Transactions from Your shares, We may prevent further use of Your Debit Card and ATM PIN. See Regulation E Disclosure section on page 2 for additional information on error resolution.

**PREAUTHORIZED PURCHASES** - We may suspend preauthorized Purchases if Your Debit Card is lost or stolen or Your Debit Card number or expiration date changes. While the preauthorized Purchases are suspended, You are responsible for making payment directly to the Merchant.

FEES - ATM TRANSACTIONS - You agree to pay a fee in accordance with Our Fee Schedule for each returned deposited item. You agree to pay the charges or Transaction fees that are charged by Us for these services or for services that may later be offered as such fees or charges may be imposed or changed from time to time. You agree to pay a fee in accordance with Our fee schedule for each ATM deposit adjustment (entry errors, math errors, incorrect endorsements, etc.).

**RUSH FEES** - You may incur additional charges for rush processing and rush delivery of the card(s) and/or PIN mailers.

SALES DRAFT COPIES - You may incur an additional charge for Transaction summary/sales draft documentation.

**DEBIT CARD FUNDS AVAILABILITY** - You agree that if You make deposits or payments to Your account(s) with items other than cash (checks, drafts or other items) and We make funds available to You from such deposits prior to their collection, You agree that We may deduct the amounts of such funds from Your account(s) that are not collected, or if the funds in Your account(s) are insufficient at such times, You will promptly pay Us any amount of such funds that are not collected. Refer to PSECU's Agreements and Disclosures, Section 9 - Availability of Funds and Disclosures.

CHANGES & TERMINATION - You agree that We may add or discontinue services and fees for services and make other changes to these terms and conditions. We will announce all changes as required by law or regulation. Any changes to these terms and conditions that are required by law are effective as of the date established by the relevant laws. We may terminate these terms and conditions in the same way.

**INACTIVE DEBIT CARD** - Inactive Debit Card accounts that have no Purchase or ATM activity for over one year may be closed without notice to You.

**REVOCATION OF DEBIT CARD** - The Debit Card is Our property. We reserve the right to revoke the Debit Card and to require You to return the Debit Card. You agree to return the Debit Card to Us upon Our request.

**REFUNDS** - You agree to settle all issues regarding goods and services that

You purchased with the card with the merchant who honored the card. Any refunds to You by a merchant or seller of goods or services must be made on a credit voucher and submitted to Us by the merchant or seller.

SPECIAL RULE FOR CREDIT PURCHASES - These are signature-based purchases. Contact Us if: You disagree or find an error with a Visa® Transaction or the charges are the result of unauthorized or fraudulent use; or Your purchase cost more than \$50 and was made from a merchant in Your state or within 100 miles of Your address of record.

**ILLEGAL TRANSACTIONS PROHIBITED** - You agree that You will not use Your card for any Transaction that is not permitted by law. We will not knowingly authorize charges related to unlawful Internet gambling.

**NEURAL NETWORK** - We use neural network systems to predict and prevent unauthorized Transactions. There may be occasions when a Transaction is declined because it is indicative of possible fraudulent activity. We reserve the right to decline any Transactions that We consider fraudulent, suspicious, or illegal.

VISA® ACCOUNT UPDATER SERVICE - If You provide Your Debit Card number to a Merchant with authorization to bill Your Debit Card for recurring payments, or to keep it on file for future purchases or payments, and Your Debit Card number or expiration date changes, You should notify the Merchant with Your new Debit Card information. We participate in the Visa Account Updater Service (VAU Service), and unless You have opted out of the service, We provide updated Debit Card information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated Debit Card information. Changes to Your Debit Card number due to reported fraud will not be provided to the VAU Service. Because not all merchants participate in the VAU service, We recommend You notify each merchant of Your new Debit Card number and/or expiration date to ensure Your payments continue uninterrupted.

## ELECTRONIC FUND TRANSFERS (REGULATION E) DISCLOSURES

For Debit Card, Bill Payer Service, and Telephone Banking

#### ERROR RESOLUTION DISCLOSURE:

In case of errors or questions about Your electronic transfers, telephone Us at 800.237.7328 or write Us at: PSECU, P.O. Box 67013, Harrisburg, PA 17106-7013 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.

- (1) Tell Us Your name and account number (if any).
- (2) 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.
- (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 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 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 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.

#### 1. SUMMARY OF CONSUMER LIABILITY:

Tell Us at once if You believe Your PSECU Debit Card or Personal Identification Number (PIN) 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 of Your money in Your account plus Your maximum overdraft line of credit. If You tell Us within two (2) business days after You learn of the loss or theft of Your Debit Card or PIN, You can lose no more than \$50 if someone used Your Debit 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 PSECU Debit Card or PIN, and We can prove We could have stopped someone from using Your PSECU Debit 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 Debit Card or 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 kept You from telling Us, We may extend the time periods.

## 2. TELEPHONE NUMBER AND ADDRESS TO NOTIFY PSECU OF UNAUTHORIZED TRANSFERS:

If You believe Your PSECU Debit Card or PIN has been lost or stolen, call Us at **800.237.7328**. TDD - **800.472.1967** nationwide. You may also write PSECU at **P. O. Box 67013**, Harrisburg, PA 17106-7013.

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.

#### PSECU Call Center Hours:

Monday - Friday 8:00 A.M. - 6:00 P.M. ET Saturday 9:00 A.M. - 4:00 P.M. ET

#### 3. FINANCIAL INSTITUTION'S BUSINESS DAYS:

For purposes of these disclosures, Our business days are Monday through Friday, holidays are not included.

#### 4. ACCOUNT ACCESS:

DEBIT CARD - You may use Your Debit Card and PIN to:

- Withdraw cash from Your Regular Savings Share and/or Your Checking Share.
- Deposit funds to Your Regular Savings Share and/or Checking Share. Refer to PSECU's Agreements and Disclosures, Section 9 - Funds

Availability Policy, for more details at psecu.com/disclosures.

- Determine account balances and transfer funds between Your Regular Savings Share and Checking Share.
- Pay for purchases at places that have agreed to accept the card and/ or PIN, Point-of-Sale (POS) Transactions.
- Pay bills directly by telephone or Digital Banking from Your Checking Share in the amounts and on the days You request. Some of these services may not be available at all terminals.

#### 5. LIMITATIONS ON THE USE OF YOUR DEBIT CARD:

Debit Card Withdrawals and Purchases

- \$500 ATM limit (for ATM withdrawals)
- \$2500 Purchase Limit (for debit/ Point-of-Sale or credit signaturebased purchases from merchants)

We reserve the right to reduce these daily limits at any time. In the event that Your daily limit is less than the amount disclosed above, or reduced from that amount, We will advise You of the new limitations. For security purposes, there are also certain daily limitations on the frequency of use of the Debit Card. However, these limitations are not revealed for security reasons. We are not obligated to maintain such limitations. The day for withdrawal and purchase limits starts at midnight each day (ET) and ends at midnight (ET) the next day. You will be denied use of Your Debit Card if You do not have adequate funds available in Your account, do not enter the correct PIN, exceed the daily withdrawal/purchase limit, or exceed the frequency of usage limitation. The receipt provided by the ATM or merchant terminal will notify You of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in ATM or merchant retention of Your Debit Card. The number of attempts that result in card retention is not revealed for security purposes.

#### 6. SERVICE ACCESS AND LIMITATIONS ON BILL PAYER SERVICE:

- The Bill Payer service will pay bills from Your Checking Share in the amount and on the date You request.
- For a payment that falls on a nonbusiness day, payments will be paid the previous business day.
- You may use Your Bill Payer service to pay up to 80 of Your fixed or variable bills each month.
- The maximum amount of any Bill Payer Transaction You make is \$20,000.
- The minimum amount of any Bill Payer Transaction is \$0.01.

#### 7. DIGITAL BANKING ACCESS:

For Digital Banking, You will use Your Username, Password, and/or PIN and potentially other device-specific enabled authentication capabilities. Once You've accessed Your account, You can:

- Determine account balances and Transaction history on all shares, including share certificates, loans;
- Transfer funds from any share to another share, from a share to a loan, and from a loan to a share;
- Request a withdrawal of funds from any share except IRA shares or share certificates;
- Make deposits to any eligible shares up to Your designated Limit in Digital Banking; and
- Transfer funds between Your Regular Savings shares and Checking Share, and Your non-PSECU Accounts by ACH transfer service

#### 8. ELECTRONIC CHECK CONVERSION:

You may authorize a merchant or other payee to make a one-time electronic payment (i.e., each check) from Your Checking Share using information from Your check to pay for purchases or to pay bills. Refer to PSECU's Agreements and Disclosures, Section 2 - Checking Terms and Conditions, for more details at **psecu.com/disclosures**.

#### 9. FEES FOR ATM AND PREAUTHORIZED TRANSFERS:

• ATM Fees:

There is no PSECU fee for any withdrawal or inquiry You make at any PSECU or non-PSECU ATM, during Our monthly statement cycle. However, the ATM operator/owner may impose a fee for the use of their ATM if the ATM is out of PSECU's surcharge-free network. Visit **psecu.com/atms** to learn more.

• Any charges for Electronic Fund Transfers or for the right to make transfers:

Currently We do not charge for initiation, receipt or right to make electronic fund transfers. However, We reserve the right to do so in the future and will provide notice 21 days before the effective date of the change.

## 10. CONFIDENTIALITY - DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

We will disclose information to a third party about Your account(s) or the transfers You make:

- When it is necessary to complete Transactions;
- To verify the existence and standing of Your account with Us upon request of a third party, such as a credit bureau;
- In accordance with Your written permission;
- To comply with government or administrative agency summons, subpoena or court order;
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; or
- When it is necessary to take legal action to recover shares.

#### 11. DOCUMENTATION OF TRANSFERS:

You can get a receipt at the time You make any transfer to or from Your account using one of Our ATMs.

**Preauthorized Credit** - If You have arranged to have direct deposits made to Your account at least once every 60 days from the same person or company, You can call Us at 800.237.7328 to find out whether or not the deposit has been made. Or access Your account 24 hours a day using Digital Banking.

**Periodic Statements -** You will get a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly.

#### 12. STOP PAYMENT RIGHTS - PREAUTHORIZED PAYMENTS:

**Right to Stop Payment and Procedures 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 at 800.237.7328 or write Us at: PSECU, P.O. Box 67013, Harrisburg, PA 17106-7013. We must receive Your request for stop payment at least three business days before the Payment Date. If You call, We may also require You to put Your request in writing and submit it to Us within 14 days after You call. PSECU will charge a fee for each stop payment order You give. See the Fee Schedule at **psecu.com/disclosures**.

Notice of Varying Amounts — If these regular payments vary in amount, the person 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.

Liability for Failure to Stop Payment – If You order Us to stop one of these payments within the guidelines of the service and We do not do so, We will be liable for Your losses or damages unless We request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or You fail to give Us proper instructions and information that would enable Us to place the stop on the transfer.

#### 13. SUMMARY OF THE FINANCIAL INSTITUTION'S FAILURE TO MAKE OR STOP CERTAIN TRANSACTIONS: Liability for Failure to Make Transfers:

If We fail to complete a transfer to or from Your account or in the correct amount according to Our agreement with You, We will be liable for the losses and damages caused by Our failure. However, there are some exceptions. We will not be liable in the following instances:

- If, through no fault of Ours, You do not have enough money in Your account to make the transfer;
- If the transfer would exceed the funds in Your account plus any credit limit on Your Overdraft Protection Transfer Service;
- If the ATM where You are making the transfer does not have enough cash;
- If the terminal or system was not working properly and You knew about the breakdown when You started the transfer;
- State or federal government laws or regulations would prohibit the Transaction;
- If circumstances beyond Our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken;
- If You have not properly followed the scheduling instructions on how to make a transfer or payment included in this agreement;
- If We have received incomplete or inaccurate information from You or a third party involving the account, transfer or payment;
- If the funds are subject to legal process;
- If We have reason to believe that the Transaction requested is unauthorized; or
- There may be other exceptions stated in our agreement with you

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