



# DEBIT CARD AGREEMENT AND REGULATION E DISCLOSURE

## DEBIT CARD AGREEMENT

This agreement governs the Visa® debit card. The use of this card will signify your acceptance of the terms and conditions of this agreement. If two or more persons have signed the debit card application to which this agreement applies, you jointly and individually agree to the terms and conditions of this agreement. Debit card service is governed by Electronic Funds Transfers (Regulation E) Disclosure. To read this disclosure, see page 2.

**DEFINITIONS** - "Checking share" refers to any share for which you may write a check or use a debit card. PSECU refers to the Pennsylvania State Employees Credit Union. "You" and "Your" refers to all of the accountholders who apply for and use the Visa® debit card. "Transactions" refer to all transfers, withdrawals, deposits, and other transactions made to or from your accounts through the use of the debit card or ATM (Automated Teller Machine).

"Debit card" refers to the Visa® debit card. "ATM" refers to any automated teller machines that are part of any network such as PLUS® and STAR® that accepts your card. "Personal Identification Number" (PIN) refers to the identification number that you select in order to use the ATM service associated with the debit card. "Point-of-Sale (POS) Transfer" 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.

The cards remain our property, and you must recover and surrender to us all cards upon our request and upon termination of this Agreement. You agree that the debit card is non-transferable.

**Debit Card and ATM Transactions** - You agree that PSECU may debit and credit the shares and line of credit accounts associated with the debit card ("the Card") issued to you in accordance with the instructions you give.

**AFFECTED ACCOUNTS** - You agree that your Checking share will be subject to this agreement and the transactions that it describes. You also acknowledge that you are listed as an individual or joint owner of the Checking share. You also agree that any account that you have set up as Overdraft Protection Transfer Service, including any line of credit, will also be subject to this agreement and the transactions it describes. Should PSECU receive any debit card or other debit transaction that is greater than the available balance of funds in Checking share, PSECU may, at its 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 or deduct it from any share you have set up as overdraft protection. The exercise by PSECU of any Overdraft Protection Transfer 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 PSECU sues you to collect any outstanding negative account balances, you agree to be liable for PSECU's costs and expenses, including reasonable attorneys' fees incurred in connection with the suit.

You also agree that this agreement will apply to deposit and line of credit accounts that you have with PSECU 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 Transfer with Merchants that accept Visa® debit card transactions. You agree that PSECU 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 PSECU to withdraw funds in the amount of such purchase (including any cash received from the Merchant) from your Checking share and directing or ordering PSECU 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 STAR system or other network ATM, and authenticates and validates the directions given just as your actual signature and other proof 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 PSECU. 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, PSECU may prevent further use of your debit card and ATM PIN. See Regulation E Disclosures 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 PSECU's fee schedule for each returned deposited item. You agree to pay the charges or transaction fees that are charged by PSECU 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 PSECU's 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 PSECU makes funds available to you from such deposits prior to their collection, you agree that PSECU 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 PSECU any amount of such funds that are not collected. See the PSECU Funds Availability Policy at [psecu.com/disclosures](http://psecu.com/disclosures).

**CHANGES & TERMINATION** - You agree that PSECU may add or discontinue services and fees for services and make other changes to this agreement. PSECU will announce all changes as required by law or regulation. Any changes to this agreement that are required by law are effective as of the date established by the relevant laws. PSECU may terminate this agreement 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.

**REVOCAION OF DEBIT CARD** - The debit card is PSECU's property. PSECU reserves the right to revoke the debit card and to require you to return the debit card. You agree to return the debit card to PSECU upon PSECU's request.

**REFUNDS** - You agree to settle all disputes 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 PSECU by the merchant or seller.

**SPECIAL RULE FOR CREDIT PURCHASES** - These are signature-based purchases. Contact PSECU if: you disagree or find an error with a Visa® transaction and have tried in good faith to correct the problem with the merchant or the charges are the result of unauthorized or fraudulent use; or your purchase cost more than \$50 and was made from a plan merchant in your state 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. PSECU will not knowingly authorize charges related to unlawful Internet gambling.

**NEURAL NETWORK** - PSECU uses 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. PSECU reserves 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, 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 FUNDS TRANSFERS (REGULATION E) DISCLOSURES

### 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 transactions, 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 funds 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 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.

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## 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 PSECU at **800.237.7328**. TDD - **800.472.1967** nationwide or **717.777.2100** in Harrisburg. 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 Business Hours

Monday - Friday 8 a.m. - 9 p.m.

## 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 shares and/or your Checking shares.
- Deposit funds to your Regular shares and/or Checking shares. See PSECU's Funds Availability Policy at [psecu.com/disclosures](https://psecu.com/disclosures) for the applicable hold policy on ATM deposits.
- Determine account balances and transfer funds between your Regular shares and Checking shares.
- 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 shares 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)
- \$1500 - Purchase Limit (for debit/point-of-sale terminals or credit signature-based purchases from merchants)

PSECU reserves 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, PSECU 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. PSECU is not obligated to maintain such limitations. The day for withdrawal and purchase limits starts at midnight each day (ET) and ends at midnight 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. BILL PAYER SERVICE ACCESS:

The Bill Payer service will pay bills from your Checking share in the amount and on the date you request.

## 7. 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.
- 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 should not be less than \$1.00.

## 8. DIGITAL BANKING ACCESS:

Depending on the way you access your account, you will use different credentials. For online banking, you will use user ID and password. For the mobile app, you will use your user ID and password 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 shares certificates, as well as access loan balances.
- 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 your Checking share up to your designated limit.
- Transfer funds between your Regular share and Checking share, and your non-PSECU Accounts by ACH transfer service.

## 9. 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 Checking Agreement section for more details at [psecu.com/disclosures](https://psecu.com/disclosures).

## 10. 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](https://psecu.com/atms) to learn more.
- Any charges for Electronic Funds Transfers or for the right to make transfers: Currently PSECU does not charge for initiation, receipt, or right to make electronic funds transfers. However, PSECU reserves the right to do so in the future and will provide notice 21 days before the effective date of the change.

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

PSECU will disclose information to a third party about your account(s) or the transfers you make:

- when it is necessary to complete transactions; or
- to verify the existence and standing of your account with PSECU upon request of a third party, such as a credit bureau; or
- in accordance with your written permission; or
- to comply with government or administrative agency summonses, subpoenas or court order; or
- 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.

## 12. 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

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been made. Or access your account 24 hours a day using digital banking.

**Periodic Statements** - All accounts are initially set up to receive statements on a quarterly basis. PSECU sends monthly statements if you have Checking share so the account can be reconciled monthly.

**13. 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 PSECU at: **PSECU, P. O. Box 67013, Harrisburg, PA 17106-7013**. We must receive your request for stop payment at least one business day 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.

**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 that would enable us to place the stop on the transfer.

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

If PSECU fails to complete a transfer to or from your account or in the correct amount according to our agreement with you, PSECU 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; or
- if PSECU has reason to believe that the transaction requested is unauthorized.

There may be other exceptions stated in our agreement with you.

**DISCLOSURE ACKNOWLEDGMENT:**

You hereby acknowledge receipt of the disclosure statement informing you of your rights, liabilities, and responsibilities under the Electronic Funds Transfer Act (Regulation E) and copy of the Debit Card Agreement.