Universal 1
Credit Union

# ATM Card Agreement and Disclosure

This Agreement explains how you can use your Credit Union ATM Card and it sets forth your rights and responsibilities. In this agreement, we will call your Credit Union ATM Card "Card" and "We" means Universal 1 Credit Union. You will be bound by this Agreement by your first use of your Card after you receive this Agreement.

1. YOUR ENCODED CARD AND PERSONAL IDENTIFICATION NUMBER (PIN).
We have encoded your Card for use in the STAR® automated teller machines. In this Agreement, we will call them "STAR ATMs." Your Card can access one savings and/or one checking account that you have with us at STAR ATMs.

In this Agreement, we will call your savings and/or checking account(s) which are to be accessed at our STAR ATMs "designated accounts."

The Card shall remain our property and shall be surrendered immediately to us upon our request. You cannot transfer your Card to another person and we may cancel and retrieve your Card at any time without notice to you.

Your card will be assigned a personal identification number (PIN). The PIN is personal and confidential, and is a security method by which we are helping you to maintain the security of your account. You must use it in conjunction with your Card. You agree to protect the secrecy of your PIN, not to write it on your Card, nor keep it where it could be found with your Card. You agree to take all reasonable precautions so that no one else learns your PIN. Failure to comply could cause you to lose money or loss of Card privileges.

2. USING THE STAR ATM SERVICES. During the hours that a STAR ATM is accessible to the general public, you can use your Card at any STAR ATM for the following purposes, to the extent the law allows and the STAR ATM is able to perform the transactions:

A. Cash Withdrawals. You can use your Card at any STAR ATM to obtain a cash withdrawal from any of your designated accounts.

B. Deposits. You can use your Card at STAR ATMs in the State of Ohio to make deposits to your designated accounts, as long as that ATM accepts deposits. (Not all ATMs support deposit transactions.) An automatic two-business day hold is placed on such deposits. Deposits may be placed on an extended hold. We will notify of you of any extended hold, and when the funds will be available. Deposits (cash or checks) to nonproprietary ATMs may not be available until the fifth business day after the date of your deposit.

C. Transfers. You can use your Card at any STAR ATM to transfer money between your designated accounts.

D. Balance Inquiries. You can use your Card at any STAR ATM to check the balance in your designated accounts.

3. OTHER LIMITS ON STAR ATM TRANSACTIONS. You agree not to use your Card for a transaction that would cause the balance in your designated accounts to go below zero. We will not be required to complete any such transaction; but, if we do so, you agree to pay us the excess amount or improperly withdrawn or transferred amount immediately upon our request. We will also refuse to complete your STAR ATM transaction if your Card is damaged or has been canceled. We may also limit or refuse to complete your STAR ATM transactions when we have to for security reasons.

4. CHARGES FOR ATM TRANSACTIONS. We do not charge for deposits and funds transfers at our ATMs. You may be charged a fee for balance inquiries and excessive withdrawals. When you use a nonproprietary ATM, you may be charged a fee by the ATM operator or related ATM networks (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). See General Fee Schedule. A complete list of proprietary ATMs can be obtained at www.u1cu.org or by writing U1CU, Attn: Card Services, PO Box 467, Dayton, OH 45409.

When a purchase is made in a foreign country, the transaction amount is converted to U.S. dollars, and a 1% currency conversion fee is added.

5. RECEIPTS AND ACCOUNT STATEMENTS. You will receive a receipt for transactions made with your Card at any STAR ATM. Final credit of all deposits and payments made by you at a STAR ATM are subject to our verification of the actual amounts deposited and paid, regardless of the figure shown on the receipt you receive at the STAR ATM. You will receive a monthly account statement for your designated accounts which will include your STAR transactions. If you have no STAR transactions involving your designated account, you will receive an account statement at least quarterly.

6. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Telephone us at **937-225-6800 or 1-800-762-9555**; or write us at **U1CU, Attn: Card Services, PO Box 467, Dayton, OH 45409**, as soon as you can if you think your receipt or statement is wrong or if you need more information about a transfer listed on your receipt or account statement. We must hear from you no later than 60 days after we send the first account statement on which the problem or error appears.

A. Tell us your name and account number.

B. Describe the error or 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 notified us verbally of the error, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not recredit your account, or, we may reverse the credit to your account, if a credit was made.

We will tell you the results of our investigation within 10 business days after we hear from you and we 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 recredit your account within 10 business days, so that you will have the use of the money during the time it takes us to complete our investigation. For Point-of-Sale transactions, transactions outside of the U.S. or transfers that occur within 30 days of the first deposit to the account, we may take up to 20 business days to tell you the results of our investigation and correct any error, or if we need more time we may take up to 90 days to investigate.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

These rights apply to STAR transactions involving your designated accounts. You have different rights with regard to the resolution of errors with your designated accounts which do not involve a STAR ATM transaction.

7. MEMBER LIABILITY FOR UNAUTHORIZED TRANSACTIONS. You will be liable for unauthorized use of your Card at STAR ATMs, to the extent allowed by applicable federal and state law. You agree that if you give your PIN and/or ATM card to someone else to use, you are authorizing them to act on your behalf and you will be responsible for any use of the card by them.

The following is a description of your liability for unauthorized use of your Card:.

Tell us **AT ONCE** if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts. If your Card has been lost or stolen and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Card without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as $500.

Also, if our statement shows transfers that you did not make, 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 long trip or hospital stay) kept you from telling us, we may extend the time periods.

Your liability may be more limited in certain cases under applicable state law.

If you believe that your Card has been lost or stolen, or that someone has transferred or may transfer money from your designated accounts without your permission, call us at **937-225-6800 or 1-800-762-9555**; or write to **U1CU, Attn: Card Services, P O Box 467, Dayton, OH 45409**.

Possession of a U1 ATM card is a privilege which may be revoked at any time. U1 may not replace a lost or stolen ATM card if the lost or stolen card resulted in a financial loss to the Credit Union. If a replacement card is issued for lost, stolen or captured cards, your account may be assessed a fee for the replacement card and for a PIN replacement. See General Fee Schedule.

8. EVIDENCE: If we go to court for any reason, we can use a copy, microfilm, microfiche or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, or microfiche will have the same validity as the original.

9. TRANSACTION THAT IS NOT COMPLETED. If you properly instruct us to perform a STAR transaction involving your designated accounts and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions we will be liable for your losses or damages. Paragraph #3 of this Agreement ("Other Limits On STAR ATM Transactions") lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable if we have terminated this Agreement; if the funds in your designated accounts are subject to legal process or other encumbrance restricting the transaction; if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken; if a STAR ATM does not have enough cash to complete the transaction; or if there is a technical malfunction which is known to you when you try to perform the transaction. There may also be other exceptions provided by applicable law.

10. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS. Your designated accounts may also be governed by other agreements between you and us and by our Rules and Regulations for your designated accounts.

11. DISCLOSURE OF INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS. In the ordinary course of business we may disclose information to third parties about your designated account or the transfers you make:

A. Where it is necessary for completing transfers or resolving errors involving transfers.

B. In order to verify the existence and condition of your designated accounts for a third party.

C. In order to comply with orders or subpoenas of government agencies or courts.

D. If you give us your written permission.

12. CARD SERVICES DEPARTMENT BUSINESS DAYS. Our business days are Monday through Friday, other than legal holidays.

13. TERMINATING THIS AGREEMENT. You can terminate this Agreement at any time by notifying us in writing and no longer using your Card at any STAR ATM. We can also terminate the Agreement at any time. Whether you terminate the Agreement, or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Card after this Agreement has been terminated..

14. CHANGING THIS AGREEMENT. We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will take effect if the change will cause you greater costs or liability or if it will limit your STAR ATM access to your designated accounts. We do not have to notify you in advance, however, if the change is necessary for security reasons.

15. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at **U1CU, Attn: Card Services, PO Box 467, Dayton, OH 45409**, but notices under Paragraph #7 ("Liability for Unauthorized Transactions") will be effective once you have done whatever is reasonably necessary to give us the information we need - such as by telephoning or mailing a notice to us.

16. COLLECTION EXPENSES. If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

17. APPLICABLE STATE LAW. Any questions under this Agreement will be decided by Ohio law. If any term of this Agreement cannot legally be enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.

**Universal 1 Credit Union**

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