



## Debit MasterCard and Business Debit MasterCard Disclosure and Agreement September 2007

This Disclosure and Agreement ("Agreement") contains the terms and conditions applicable to **First Future Credit Union's** Debit MasterCard and Business Debit MasterCard ("Debit MasterCard"). All other applicable agreements will remain in effect except as specifically modified by this Agreement. You and all authorized users are subject to this Agreement, Fee Schedule, and our policies and practices. By accepting, signing, or using the Debit MasterCard, you agree to these terms and conditions.

**Business Days** First Future's business days are Monday through Friday, except holidays.

**Types of Available Transactions** CO-OP ATMs Using your Debit MasterCard and Personal Identification Number (PIN), you may withdraw cash, transfer funds, learn the balance in your checking and savings accounts and make advances on your line of credit. (At deposit taking machines you may also make deposits to checking and savings accounts.) Cirrus or Star System ATMs You may withdraw cash and obtain the balance in checking and savings accounts.

At Merchant Locations You may make purchases and receive cash back. You may use your Debit MasterCard to purchase goods or services at locations worldwide that accept MasterCard. Some merchants may obtain authorizations in advance for transactions in an amount greater than the actual transaction amount. This could affect the balance available to you to cover other transactions. You may order goods or services by mail or phone.

**Illegal Transactions** You warrant and agree that your Debit MasterCard will not be used to make or facilitate any illegal transaction(s) as determined by applicable law. Any use, including authorized use, will constitute a violation of the terms of this Disclosure and Agreement. You agree that the credit union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the harmless from any suits, liability, damages or adverse action of any kind resulting directly or indirectly from illegal use. We reserve the right to decline internet gambling transactions.

**ATM Withdrawals** You may withdraw up to a maximum of \$510 in collected funds within a 24-hour period from your checking, savings, or line of credit when we are on-line. If we are off-line, withdrawals are limited to \$100 within a 72-hour period. Withdrawal limits may vary depending upon a number of factors including the length of time your account has been open, and other circumstances. Additional attempts to obtain cash may result in the capturing of your card by the ATM machine.

**ATM Deposits** ATM deposits will not be available until the fifth business day after the deposit was made. Deposits are not accepted at ATMs located at First Future Credit Union branches. Deposits may be made using the depository drop boxes located near the front door of a branch.

**POS Terminals** The daily limit for POS transactions is \$1,010. Your checking account will be automatically charged if the transaction is approved. Merchants may assess a fee for the transaction.

**Merchant Transactions** To ensure security, your card may be blocked or authorization denied when your Debit MasterCard is used for major purchases even though you have funds available. If you experience a blocked or declined authorization or are planning to make a major purchase, please contact our Account Services Department at 858/450-4400 or 800/693-3333. When we are off-line, your daily limit is \$250. Merchants who honor the Debit MasterCard will credit your checking account for the amount of your returns or adjustments. We are not liable for any claims by you against the merchant arising from your use of the Debit MasterCard for transactions. Neither First Future nor merchants authorized to honor the Debit MasterCard will be responsible for the failure or refusal to honor the card.

**Stop Payment** We cannot honor stop payment requests on Debit MasterCard transactions. You do not have the right to stop payment on any such transaction.

**Keeping Your PIN Confidential** Memorize your PIN. Do not write your PIN on your card or leave it in a location where your card is easily accessible. When you give your PIN to someone else you are authorizing them as a user on your account. If you authorize us to issue a Debit MasterCard (or any other access device) to anyone else you are authorizing that individual to withdraw funds from any account which can be accessed by that card, regardless of whether that individual is authorized to withdraw money from the account by any means other than by use of the Debit MasterCard. If you suspect unauthorized use of your Debit MasterCard, notify First Future Credit Union immediately.

**Lost or Stolen Cards** Keep your Debit MasterCard in a safe place and do not permit unauthorized use of it. Protect it as you would cash or credit cards. If it is lost or stolen, notify the credit union immediately at the number below. If your card is repeatedly lost or stolen, we may refuse to issue additional replacement cards.

**In Case Of Errors About Your Electronic Service Transactions**

Telephone the credit union at 858/450-4400 or 800/693-3333 or write to First Future Credit Union, Account Services Department, P.O. Box 509074, San Diego, CA 92150-9074 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction on the statement or receipt. The credit union must hear from you no later than 60 days after you receive the first statement on which the problem or error appeared. You must provide your name and account number, describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information and provide the dollar amount of the suspected error. If you tell a credit union employee orally, you will be required to send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we have heard from you and will correct the error promptly. If more time is needed, the credit union may take up to 45 calendar 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 3 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. Business Debit MasterCards We must receive written notice and, at our request, an affidavit regarding the dispute in a form which is satisfactory to us within a reasonable amount of time (not to exceed 30 calendar days from the date of discovery or receipt of the first statement, or notice reflecting the problem, whichever occurs first). If you do not notify us within these timeframes, we will assume that you authorized the transactions. First Future Credit Union will notify you of the results of our investigation pertaining to your claim, the reason for our decision and the course of action, if any, we will take. Merchant Transactions The merchant, and not the credit union, is responsible for error resolution and questions concerning transactions initiated at point-of-sale terminals. If you think your statement or receipt is wrong or if you need more information about a point-of-sale transaction, you may contact us at the telephone number and/or address below. We will provide you with the appropriate telephone number and address of the merchant so that your questions and inquiries may be properly addressed by that merchant.

**Contact in the Event of an Unauthorized Transactions** If you believe your First Future Debit MasterCard or PIN has been lost or stolen or that someone will or may use it to transfer money from your account without your permission; you must contact us immediately at: 858/450-4400 or 800/693-3333, or write to us at: First Future, P.O. Box 509074, San Diego, California, 92150-9074. After business hours call 800/257-2743.

**Unauthorized Electronic Fund Transfer** An unauthorized electronic fund transfer (EFT) is an EFT from a consumer's account initiated by a person other than the consumer without expressed permission to initiate the transfer and from which the consumer receives no benefit. The term does not include an EFT initiated by a person who was furnished the Debit MasterCard by the consumer, unless the credit

union is notified that transfers by that person are no longer authorized, with fraudulent intent by the consumer or any person acting in concert with the consumer or by the credit union or its employees.

**ATM and POS Transactions** You must notify us AT ONCE if you believe your Debit MasterCard or PIN has been lost or stolen. Contacting us by phone is the best way to safeguard your funds and minimize your loss. However, a notification in writing must follow your phone call. If you believe your Debit MasterCard or PIN has been lost or stolen, and you notify us within two (2) business days after you learn of the loss or theft, you are at risk to lose a maximum of \$50 if someone used your card or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Debit MasterCard or PIN and it is determined that had we been notified, we could have stopped someone from using your card or PIN without your permission, you could lose as much as \$500. Also, if your statement lists transactions you did not make, you must notify us immediately. If you do not notify us within 60 days after the statement was mailed to you, you may not be eligible to receive any of the funds which you lost after the 60 days if it is determined that we could have stopped someone from taking the funds, had we been notified. If a valid reason (such as a long trip or hospital stay) kept you from notifying us, we will consider extending the time frame by a reasonable period. **Debit MasterCard Transactions** You may have zero liability for unauthorized use of your Debit MasterCard when it is used for a signature based transaction. Zero liability is provided if your account is in good standing, you have exercised reasonable care in safeguarding your card and you have not reported two or more unauthorized events in the past 12 months. **Business ATM and POS Transactions** The error resolution and liability provisions applicable to consumer accounts found on the back of our periodic statements or with other documents you may have received from us do not apply to non-consumer accounts (e.g. Business Accounts). Business Account owners must notify the credit union immediately if any unauthorized transaction or errors are suspected. We must receive written notice and, at our request, an affidavit regarding the dispute in a form which is satisfactory to us within a reasonable amount of time (not to exceed 30 calendar days from the date of discovery or receipt of the first statement, or notice reflecting the problem, whichever occurs first. If you do not notify us within these timeframes, we will assume that you authorized the transactions. First Future will notify you of the results of our investigation pertaining to your claim, the reason for our decision and the course of action, if any, we will take.

**Fees** Usage fees, if any, are disclosed in our Fee Schedules.

**Change in Terms** We may change any terms, conditions and fees and may amend this Disclosure and Agreement from time to time. You will receive written notice at least 21 days prior to the effective date of the change(s), or as otherwise provided by law.

**Termination** You may, by written request, terminate any of the services provided for in this Disclosure and Agreement. If you ask to terminate the use of your Debit MasterCard(s), you will remain liable for subsequent transactions performed by you or any other party to your account. We may terminate your right to make transactions using your Debit MasterCard at any time without written notice.

**Disclosure of Account Information to Third Parties** When necessary, we will disclose information to third parties about accounts or transfers you make in order to complete an electronic transaction, to verify the existence and condition of your account, such as to a credit bureau or merchant, in order to comply with a government agency or court order, any legal process, or if you give us written permission.

**Foreign Transactions** The exchange rate between the foreign transaction currency and the billing currency (US dollars) used for processing international transactions may be either: 1) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate MasterCard itself receives, or 2) the government mandated rate in effect for the applicable central processing date. In each instance, there will be a 1% Multiple Currency Conversion Rate adjustment.

**Ownership of the Debit MasterCard** The Debit MasterCard remains the property of First Future Credit Union and you agree to surrender the Debit MasterCard to us upon demand. We may cancel, modify, or restrict the use of the Debit MasterCard if your account is overdrawn or if we are aware that you have violated any term of this Disclosure and Agreement, whether or not we suffer a loss, or where necessary to maintain or restore the security of your account.

**Transaction Verification** All transactions which would otherwise require your signature, or other authorized signature, shall be valid as

if signed by you when the transaction is done using your Debit MasterCard and PIN.

**Documentation of Transaction** You will be offered a receipt at the time you make any transaction to or from your account using your Debit MasterCard. Retain this receipt and compare it to your statement. You will receive a monthly statement (unless there are no transactions in a particular month), for the account(s) which you have accessed using the Debit MasterCard, which will show the date that you completed the transaction, the type of transaction, the type of account(s) accessed by the transaction, and the amount of transactions occurring in that statement period. If there is no activity on the account, you will receive a quarterly statement.

**Credit Union's Liability for Failure to Make Electronic Funds Transactions** If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to this Agreement, we may be liable for your losses and damages, however there are some exceptions. We will not be liable, for instance, if the following occur:

1. Circumstances beyond our control (fire, flood, earthquake, vandalism, electrical failure, or malfunction of data processing facility, etc.) that prevent the transaction, despite reasonable precautions;
2. Through no fault of ours, there is not enough money in your account to perform a transaction. The funds in your account are subject to a hold, legal process, or other circumstances restricting the transaction or payment;
3. We have received incorrect or incomplete information from you or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
4. An ATM was not working properly and you knew about this breakdown when you started the transaction;
5. The ATM where you made the transaction did not have enough cash, or currency in the denominations requested;
6. Your Debit MasterCard, or PIN has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is inactive due to non-use, is retained at your request, or because your PIN has been repeatedly entered incorrectly;
7. The transaction would exceed the withdrawal limit;
8. Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
9. There may be other exceptions.

#### **Safety Tips for Using ATMs**

- When using an ATM at night, be sure you are in a well-lit area. If someone or something in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to an ATM. Fill out your deposit slip and place your checks in an envelope and seal it before you arrive at the ATM location.
- Have your Debit MasterCard ready to insert into the machine before arriving at an ATM so you don't have to reach into your purse or wallet while in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area, at once. Notify law enforcement and First Future Credit Union as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM. Never give information about your account to strangers, through inquiries over the telephone, through the mail or a computer.
- Point-of-sale and Debit MasterCard transactions may, at times, be a safer alternative to using an ATM. POS and Debit MasterCard transactions can be performed inside a merchant's place of business (for instance, inside a supermarket).