

agreement with you, we will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable, in the following instances:

- if, through no fault of the Credit Union, you do not have enough money in your Account to make the transfer;
- if you have overdraft protection through a line of credit with the Credit Union, and the transaction would exceed your credit limit;
- if the automated teller machine (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 malfunction when you started the transfer;
- if circumstances beyond our control (such as a fire, flood or earthquake) prevent the transfer, despite reasonable precautions we have taken;
- if your Account is subject to legal process or other claim;
- if you use a damaged or expired Card or other access device, or an access device that has been reported lost or stolen;
- if the Credit Union believes that something is wrong, such as that the Card you are using has been stolen;
- for a pre-authorized transfer from your Account if, through no fault of the Credit Union, the payment information for the pre-authorized transfer was not received in sufficient time.

There may be other exceptions stated in an Account agreement you have with the Credit Union, or in State or Federal laws or regulations.

#### **CURRENCY CONVERSION**

Currency Conversion will take place per MasterCard or VISA's current procedures. If you effect a transaction with your Debit Card in a currency other than U.S. Dollars, MasterCard International Incorporated will convert the charge into a U.S. Dollar amount. MasterCard International will use its currency conversion procedures, which are disclosed to institutions that issue MasterCard Cards. Currently, the exchange rate between the transaction currency and the billable currency is either a wholesale market rate or government-mandated rate at the time the transaction was presented to MasterCard for settlement (usually the day after the item is deposited at the merchant's bank). The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

ATM/Debit cards used to process transactions in currency other than U.S. Dollars may be processed through MasterCard International (conversion process as described in the proceeding paragraph) or through VISA. For VISA transactions, the exchange rate between the transaction currency and the billable currency is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or the date of the posting on the Account. When a credit to Account does not fully offset a change to the Account due to changes in the rate, you are responsible for the difference.

CFCU will pass through any currency transaction fees assessed by MasterCard or VISA. CFCU may also charge currency transaction fees of an additional 2%.

#### **EFFECT OF AGREEMENT**

Even though the sales, cash advance, or other form you may sign or receive when using a Card (or the account number on a Card) may contain different terms, this Agreement is the sole Agreement that applies to all transactions involving the Card.

#### **ADDITIONAL BENEFITS AND CARD ENHANCEMENTS**

The Credit Union may make additional services available through your Account. Some may be offered at no additional cost to you; others may require payment of a specified fee. You understand that we are not obligated to continue offering such services, and we may withdraw or change them at any time.

#### **CHANGE IN TERMS**

The Credit Union may change this Agreement from time-to-time by giving you written notice. You will be given at least thirty (30) days prior notice of any change which results in greater cost or liability to you, or which decreases access to your Account(s).

#### **TERMINATION OF ACCOUNT**

Each Card issued by the Credit Union is and remains the property of the Credit Union. We reserve the right to cancel any Card we have issued at any time. You agree to immediately return any Card you have received to the Credit Union, or to destroy it upon

our request, if either you or the Credit Union gives or receives notice of termination of this Card Agreement or of the Account you access by using a Card.

#### **WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of the provisions of this Agreement and/or any of our rights under applicable laws any number of times without losing the right to enforce such provisions or rights at a later date.

#### **STATEMENTS AND NOTICES**

Statements and notices will be mailed to you, unless you have elected to receive them electronically, at the most recent address we have received from you. If this is a joint agreement, notice sent to any one of you will be considered notice to all of you.

#### **COLLECTION COSTS**

You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your use of a Card or use of a Card by your authorized user. You agree to repay any withdrawals which create an overdraft balance in any Account you may access. The Credit Union has a security interest in your present and future payments on Shares or deposits, and we have a right to apply such payments on Shares or deposits to any amount you owe under this Card Agreement or as provided in a Credit Line Agreement with us. You agree to pay us the reasonable expenses we incur, including court costs and attorneys' fees, in enforcing our rights under this Agreement.

#### **OTHER AGREEMENTS**

Except as provided in this Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

#### **SEVERABILITY**

If any part of this Card Agreement should be held to be unenforceable, its remaining provisions shall remain in full force and effect.

#### **GOVERNING LAW**

This Agreement and Disclosure Statement shall be construed and governed in accordance with the laws of the State of California and applicable Federal laws.

#### **NEGATIVE CREDIT REPORTING**

Pursuant to State law, you are hereby notified that a negative

credit report which reflects on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of any of your credit obligations with us.

#### **WHO IS BOUND BY THIS AGREEMENT**

If you sign a Request for a Card, or you have signed an Account agreement and receive and use a Card issued by the Credit Union to access an Account, you agree to be bound by the terms and conditions of this Agreement. If more than one person has signed, you are all jointly and severally liable for any obligations incurred by any of you through use of a Card, PIN, or combination of them. We can waive or delay enforcement of our rights as to any one of you without affecting our rights as to others of you. This Agreement is also binding on all personal representatives and successors of any of you.

#### **SIGNATURES**

By requesting a Card, you agree to be bound by all the terms and conditions of this Agreement. You should retain this Agreement for your records.

#### **ATM LOCATIONS**

For CFCU ATM locations, please visit our website at [www.chevronfcu.org](http://www.chevronfcu.org)

For other ATM Locations, please visit the CO-OP website at [www.co-opnetwork.org](http://www.co-opnetwork.org)

**NOTICE: IF YOU DO NOT WISH TO BE BOUND TO THE TERMS OF THIS AGREEMENT, DESTROY THE ACCOMPANYING ATM/DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURNING IT TO:**

CHEVRON FEDERAL CREDIT UNION  
P.O. BOX 2069, OAKLAND, CA 94604  
510-627-5000 or 800-232-8101



**Chevron Federal Credit Union**

## ATM/DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

PLEASE RETAIN THIS INFORMATION  
FOR YOUR RECORDS

In this Agreement and Disclosure Statement (“Agreement”) the words “you” and “your” mean each and all of those who agree to be bound by this Agreement. “We”, “us”, “our” and “Credit Union” or “Card Issuer” mean Chevron Federal Credit Union or anyone to whom we may transfer this Agreement. “Card” means an ATM or Debit Card issued to you by any and us, including duplicate, renewal or substitution of a Card we issue to you. “Account” means your Credit Union Checking account and, for ATM transactions only, any other Credit Union accounts which may be accessed to make a transaction involving a transfer of funds. “Transaction” means use of the Card or the card number which appears on the Card.

#### ISSUANCE OF CARD

You have requested the Credit Union to issue a Card to you which can be used to access funds in your Account. The Credit Union will issue you a PIN unless you select your own. For any Transactions that require use of a PIN, the PIN must be used with the Card. You should memorize this number. **DO NOT** write it on the Card. **You agree to hold your PIN in strict confidence, and to notify the Credit Union immediately if the Card or PIN is lost or stolen.** You should never let anyone else use the Card you received or tell anyone your PIN. Never let anyone watch you use a Card or PIN. If you forget your PIN, contact the Credit Union.

#### RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all Transactions you make with the Card directly or through another person whom you authorize. You understand and agree that if you lend the Card or PIN you received to anyone, we will consider that person to be your authorized agent, and will hold you primarily responsible for any use of the Card or PIN. That person will have access to all Accounts identified by your Account number and will be able to withdraw **ALL MONEY** in your Account or Accounts. In addition, if your Account is tied to a line of credit with us, the person who has the Card can access any line of credit you may have with the Credit Union. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. For additional information, please see the paragraph titled **YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

#### USE OF THE CARD

You may use the Card and PIN at all Chevron Federal Credit Union Automated Teller Machines (ATMs), and at ATMs that

display the logo of an ATM Network affiliated with the Credit Union, to:

- access balance information for your Account(s);
- withdraw cash from your Account(s);
- transfer funds between your Accounts with the Credit Union; and
- make deposits to your Accounts at the Credit Union at terminals where deposits are accepted.

You may use the Card and PIN to withdraw cash from your Checking Account at Point-of-Sale (POS) terminals displaying the logos of our affiliated POS networks.

You may use the Debit Card **without** the PIN to:

- purchase goods or services at places that accept MasterCard Cards;
- order goods or services by mail, Internet or telephone from places that accept MasterCard Cards;
- make automatic payments from your Account to pay bills or other charges, provided the person or organization you are paying agrees to accept payments in this way.

**NOTE:** Some of these services may not be available at all terminals.

Use of the Debit Card, number on the Card, the PIN, or any combination of them for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor MasterCard Cards is an order by you for the withdrawal of the amount of the transaction from your Account, and is your authorization for the Credit Union to provide Account balance information, make the requested transfer or accept deposits to your Account.

Each transaction made with the ATM/Debit Card will be charged to your Account on the date the transaction is posted to your Account. A hold will be placed against your Account for all authorized but unposted transaction(s) until the transaction(s) clears the Account.

Except as modified by this Agreement, all Card Transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us which govern the affected Accounts. Any future changes to your Account agreements may also affect your use of the Card.

#### ADVISORY AGAINST ILLEGAL USE

You understand and agree that your Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transactions; (2) any gambling, gaming, betting or similar activity or transaction. Further, you understand you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets, casino gaming chips/checks, or off track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will be responsible for such charges.

#### DEPOSITS

You understand and agree that the Credit Union accepts funds deposited in an ATM subject to verification and collection. Receipts issued by an ATM are provisional receipts, and subject to those conditions. Funds deposited by check may be unavailable for withdrawal until actually collected by the Credit Union. The extent of any delay will depend upon our policies as permitted by applicable laws. For more specific information, you should refer to our Delayed Funds Availability Policy.

#### OVERDRAFTS

You promise to pay the Credit Union immediately upon our demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft protection through another specified Account or through an existing, approved line of credit with us. If you do not have available overdraft protection through such an arrangement, we may, at our sole discretion, deduct the amount of any negative (overdraft) balance from any other Account you have with us, except a tax-deferred account (such as an IRA) which cannot be pledged to secure your loan(s) with us.

#### LIMITS: DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

The following limitations apply to use of the Card:

- You are always limited to the amount of available funds in your Account, plus any available overdraft protection through another specified Account or through a line of credit you have established with us.

- A particular merchant or POS terminal or ATM may impose limitations without notice to us.
- ATM/POS/Merchant transactions are assigned daily limits high enough to accommodate most transaction requests. Call 510-627-5000 or 800-232-8101 or visit a branch for specifics.

#### FEES AND CHARGES

All charges associated with the Card are subject to the Chevron Federal Credit Union Disclosure of Fees Schedule, which has been provided to you. The Disclosure of Fees Schedule is fully incorporated by reference as part of this Agreement.

#### NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

#### YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

- If requested, you will receive a receipt at the time you make any transfer to or from your Account using an ATM or POS terminal. Any balance shown will be the balance after the Transaction has been completed, but may not include deposits still subject to verification or collection. This receipt may differ from your records because of deposits not yet credited, outstanding checks, other withdrawals not yet processed, payments or charges.
- You will be sent a monthly Account statement showing all processed Transactions made with the Card.
- You should request a copy of any third party payment authorization from the third party to whom you have given the initial authorization.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

The Credit Union will disclose information to third parties about your Account or any Transactions you make:

- when it is necessary for completing a Transaction;
- in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- in order to comply with orders of a government agency or a court;
- if you give us your written permission to do so.

Refer to the Credit Union Privacy Practice Notice for further details.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell the Credit Union AT ONCE if you believe a Card which was issued to you has been lost or stolen. Telephoning is the best way to keep any possible losses down. If someone uses your Card without your permission, and you tell us within two (2) business days, you will have NO loss.

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

Also, if your statement shows a transfer that you did not make, tell the Credit Union AT ONCE. If you do not tell the Credit Union within sixty (60) days after the statement was mailed to you and, if we can prove that we could have stopped someone from taking the money had you reported it in time, you may not get back any money you lost.

If a good reason (such as a long trip or a hospital stay) keeps you from telling us, the time periods will be extended.

#### ERROR RESOLUTION NOTICE

In case of Error or Questions about your Electronic Fund Transfers, or if you think your statement or receipt is wrong, or if you need more information about a transaction or transfer listed on the statement, call or write us at the telephone number or address listed in the paragraph titled HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION, ERROR OR QUESTION, as soon as you can do so. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer or transaction about which you are unsure, 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 will require you to send us your complaint or question in writing within the next ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (twenty (20) business days if the transfer involved a Point-of-Sale transaction or a transfer initiated on a foreign system) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days if the transfer involved a Point-of-Sale transaction or a transfer initiated on a foreign system) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days (or twenty (20) business days if the transfer involved a Point-of-Sale transaction or a transaction initiated on a foreign system) 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 your written complaint or question within ten (10) business days, we may not credit your account.**

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

#### HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION, ERROR OR QUESTION

If you believe the Card or your PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, or if you suspect your statement or receipt is wrong, or you need information from us, call (510) 627-5000 or (800) 232-8101, or write: CHEVRON FEDERAL CREDIT UNION, P.O. BOX 2069, OAKLAND, CA 94604.

#### REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor a Card or to complete a withdrawal from your Account, or for the retention of a Card by an ATM or other electronic terminal. We are also not responsible for the refusal of any merchant or financial institution to honor a Card, or for their retention of a Card.

#### OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If the Credit Union does not complete a transfer to or from your Account on time or in the correct amount according to our