

**ALPENA ALCONA AREA CREDIT UNION**

1100 S Bagley St  
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**MASTER MONEY DEBIT CARD AGREEMENT AND DISCLOSURE**

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**MASTERMONEY DEBIT CARD AGREEMENT AND EFT DISCLOSURE**

This MasterMoney Debit Card Agreement and Disclosure is between the credit union member (designated as “you” or “your”) and Alpena Alcona Area Credit Union (designated as “credit union”, “we”, “our”, or “us”). The word “card” means the debit card and any duplicates, renewals, or substitutes we issue to you. By signing an application or account card for MasterMoney Debit Card Services, signing your debit card, or using any service each of you, jointly and severally, agree to the terms and conditions in the Agreement. You also authorize Alpena Alcona Area Credit Union to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**MASTERMONEY DEBIT CARD PROGRAM**

You may use your card to purchase goods and services any place your card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to the transaction amount, we will not pay the amount unless authorized to do so and may terminate all services under this agreement.

**MASTERMONEY DEBIT CARD FEES AND CHARGES**

- Replacement card fee of \$5.00 per card
- Annual card fee of \$0.00
- Overdraft privilege fee of \$25.00 per item
- Non-sufficient funds fee of \$25.00 per item

Overdraft privilege and non-sufficient fund fees will be assessed when you “opt-in” to our Overdraft Privilege Program.

The credit union reserves the right to increase charges and agrees to give you at least 21 days written notice before implementing the change.

**OTHER CONDITIONS OF MASTERMONEY DEBIT CARD PROGRAM**

If you have received an electronic funds transfer card from us the following provisions are applicable:

- Your card can be used at our ATM terminals. Also, you may use your card to purchase goods and services from merchants who have arranged to accept your card as a means of payment (these merchants are referred to as “participating merchants”). Some participating merchants may permit you to receive cash back as part of your purchase. Purchases made with your card including any purchase where you receive cash are referred to as point-of-sale transactions and will cause your account to be debited for the amount of purchase.
- In order to assist us in maintaining security of your account and the terminals, the card remains our property and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your card for a transaction that would cause your account balance to go below zero unless “opting-in” to our Overdraft Privilege Program. We will not be required to complete any transaction, but if we do, you agree to pay the amount of the improper withdrawal or transfer upon request.
- The card may be used with your personal identification number (PIN) which is used to identify you as an authorized user of the card. Because the PIN is used for identification purposes, you will agree to notify us immediately if the card is lost or if the secrecy of the PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use the card. Further, you agree not to write the PIN on the card or on any item kept with the card. The security of your account depends upon you maintaining possession of your card and the secrecy of your PIN.

## **TRANSFER TYPES AND LIMITATIONS**

*Account access:* You may use your card and/or code to:

- Withdraw cash from your share draft or share savings account(s).
- Make deposits to your share draft or share savings account(s).
- Transfer funds between your share draft and share savings account(s) whenever you request.
- Make AAACU loan payments.
- Obtain account information (i.e. balance inquiries).
- Pay for purchases at places that have agreed to accept the card and/or code.
- Pay bills directly and/or by telephone from your share draft or share savings account(s) in the amounts and on the days you request.

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

*Limitations on frequency of transfers:* For security reasons, the numbers of PIN-based transactions are limited to a combined total of 10 per day.

*Limitations on dollar amounts of transfers:* For security reasons, PIN-based transactions cannot exceed \$500.00 per day (\$300.00 if we are offline with our network). Additionally, signature-based transactions are limited to a three day spend limit of \$2,000.00 (\$500.00 if we are offline with our network).

## **ATM OPERATOR/NETWORK FEES**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

## **MULTICURRENCY RATES**

If you effect a transaction with your MasterMoney 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 procedure amount in U.S. dollars for such transaction is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rates 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.

## **DOCUMENTATION**

*Terminal transfers:* You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

*Periodic statements:* You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

## **FINANCIAL INSTITUTION'S LIABILITY**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If we have terminated this Agreement.
- If the transfer would go over the credit limit on your overdraft line.
- If the terminal where you attempted to make the transaction did not have enough cash to allow the transaction.
- If the terminal and/or system was not working properly and you knew about the breakdown when you started the transfer.
- When your card has been reported lost or stolen or we have good reason to believe that something was wrong with the transaction.
- When we receive inaccurate or incomplete information needed to complete a transaction.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the necessary authorization for completing the EFT transfer has been revoked by an operation of law.
- There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers,
- 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 government agency or court orders,
- If you give us your written permission, or
- As explained in the separate Privacy Policy Disclosure.

## **UNAUTHORIZED TRANSFER**

*Consumer Liability:* Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card and/or PIN 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/or PIN and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also if your statement shows a transfer 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 a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call immediately: (989) 356-3577 or (800) 443-3577. After business hours, please call (800) 754-4128. You may also write to: Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707.

## **SPECIAL LIABILITY PROTECTION RULES FOR DEBIT CARD**

You will not be liable for unauthorized use of your MasterMoney debit card when for point-of-sale transactions (excluding transactions performed at an ATM machine) and each of the following conditions are met:

- You report the loss or theft of your card.
- You can demonstrate you have exercised reasonable care in safeguarding your card from risk of loss or theft.
- You have not reported two or more incidents of “unauthorized use” to us within the preceding 12 months. (Unauthorized use is defined as the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority of use).
- Your account is in good standing.

If any of those conditions has not been met, your liability for unauthorized use of your MasterMoney debit card when used for point-of-sale transaction (excluding transactions performed at the ATM) will be the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before your notification to us.

If you believe your MasterMoney debit card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call toll-free 24 hours a day, 7 days a week, (800) 754-4128.

## **REVERSAL OF TRANSACTION**

We will reverse an EFT transfer resulting from a point-of-sale transaction at a participating merchant in Michigan and re-credit your account for the full amount of the transfer if all of the following occur:

- You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the participating merchant of related goods in dispute, where returnable goods are involved.
- The amount of the transaction is \$25.00 or more.
- Within 4 calendar days following the transaction, we receive from you during normal business hours a written or oral request for the reversal.
- You verify the reverse order, notice, and assurance in writing within 14 calendar days following oral notification on a form to be provided by us for that purpose. If written notification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account.

## **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt; telephone us at 989-356-3577 or 800-443-3577, write us at Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707, or e-mail us at [accountdept@aaacu.com](mailto:accountdept@aaacu.com) as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require 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. Your account is considered a new account for the first 180 days after the first deposit is made unless each of you already has an established account with us before this account is opened.

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 DAYS**

For purposes of these disclosures, our business days are Monday through Friday, federal holidays are excluded.

## **REGULATORY AUTHORITY**

If you believe any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Office of Financial and Insurance Regulation, Credit Union Division at PO Box 30224 – Lansing, MI 48909 or the National Credit Union Administration at 1775 Duke Street – Alexandria, VA 22314-3428.