

**TONAWANDA VALLEY FEDERAL CREDIT UNION
DEBIT CARD/ELECTRONIC FUND TRANSFER
DISCLOSURE STATEMENT AND AGREEMENT**

In this document, the term "Card" refers to any Debit Card issued to you by Tonawanda Valley Federal Credit Union (the "Credit Union"). The term "PIN" refers to the Personal Identification Number which will identify a person as being authorized to have access to an account. Therefore, when we refer to your PIN, we mean the PIN which allows you to access your account through the type of transaction being discussed.

TYPES OF ELECTRONIC FUND TRANSFERS (EFT) AVAILABLE; LIMITS ON TRANSFERS:

The following summarizes the types of EFT services the Credit Union offers. You must sign up for each type of service separately. Therefore, some of the following may not apply to you at this time but may apply to you at some time in the future.

- 1. Preauthorized Deposit:** You can arrange to have amounts which are regularly paid to you deposited directly to your account. You may call 585-343-5627 to find out whether or not a preauthorized deposit has been made.
- 2. Debit Card:** You can use your Debit Card to pay for purchases wherever such cards are accepted. Such payments will be withdrawn from your designated Share account. The Credit Union is not responsible if any party refuses to honor your Debit Card.
- 3. Automated Teller Machine (ATM) Services and Point-of-Banking (POB) Facilities:** Using your Debit Card and PIN you may make withdrawals from your accounts at any ATM and POB facilities which the Credit Union may designate from time to time. A list of designated ATM and POB facilities may be obtained at any Credit Union office.
- 4. Limitations at ATM and POB Facilities:** You may withdraw up to \$500 in cash or the available balance in your account, whichever is less, per business day. Applicable fees may be included as part of any withdrawal you authorize and receive. Recent deposits - cash or checks - may not be available for withdrawal until the second business day after the date of your deposit. For security reasons, there are limits on the number of transfers you can make using our terminals.

Your Debit Card (if any) is subject to a maximum limit which will be disclosed when your application for the Debit Card is approved. The amount of purchases you can make with your Debit Card cannot exceed your approved authorization limit minus any outstanding purchases made in the preceding (7) day period. If your use of the Debit Card results in the Credit Union paying out more than the balance in your Share Draft account plus your available Line of Credit (if any), you must pay the overdrawn amount to the Credit Union immediately on its demand.

NO USE FOR ILLEGAL TRANSACTIONS

You agree not to use the Card or PIN in connection with any illegal transaction. The Credit Union may assume, without any further inquiry, that all transactions made by you or someone authorized by you using the Card or the PIN are legal, even if the Credit Union has actual or imputed knowledge of information which might reasonably lead it to question whether a particular transaction is legal.

RECEIPTS AND STATEMENTS

- 1. Receipts:** You will receive a receipt at the time you make any transaction from or to your account at one of the ATM or POB facilities and each time you make a purchase using your Debit Card.
- 2. Statement of Account:** You will receive a monthly statement for each account which will include a full description of all Debit Card and EFT transactions. In the event that there are no transactions on your account during a statement period, the Credit Union may elect to send you a statement at least quarterly.

FOREIGN TRANSACTIONS

If you effect a transaction with your 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, which is disclosed to institutions that issue MasterCard® cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions 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 rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or statement posting date. Also, an international tax fee may be applied to any transaction that is not U.S. currency.

CREDIT UNION'S FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account(s) on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable if, through no fault of ours, you do not have enough money in your account to make the transfer; if the transfer would go over the credit limit on your overdraft line (if any); if the ATM where you are making the transfer does not have enough cash; if the ATM was not working properly and you knew about the breakdown when you started the transfer; if your funds are subject to legal process or other encumbrance restricting the transfer; if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken. There may be other exceptions as provided elsewhere in this Agreement.

NO STOP PAYMENT ORDERS ALLOWED ON ATM, POB OR PURCHASE TRANSACTIONS

In consideration of our issuing the Debit Card, and in view of the immediate recording of some Debit Card transactions, you may not stop payment on any Debit Card transaction. (However, if you use your Debit Card to obtain advances under a Line of Credit, other rules may apply. See your Line of Credit Agreement for those rules.)

ADDRESS AND TELEPHONE NUMBER TO NOTIFY IF YOUR CARD OR PIN HAS BEEN LOST OR STOLEN, OR IF AUTHORIZED USE OF THE ACCOUNT OCCURS

TELL US AT ONCE if you believe your Debit Card and/or Pin has been lost, stolen or compromised or if you believe a transaction has been or may be made on your account without your permission. If you tell us orally, we may require that you send a letter to Tonawanda Valley Federal Credit Union, P.O. Box 398, Batavia, New York 14021.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

TELL US AT ONCE if you believe your Debit Card or your 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 any). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Debit Card and/or PIN without your permission. IF YOU DO NOT TELL US within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without permission if you had told us, you could lose as much as \$500.

Also if your statement shows transfers that you did not authorize, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 hospital stay, kept you from telling us, we will extend the time periods.

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUND TRANSFERS

Telephone us at 585-343-5627 or write us at Tonawanda Valley Federal Credit Union, P.O. Box 398, Batavia, New York 14021, as soon as you can, if you think your periodic account statement is wrong or if you need more information about a transfer listed on the statement. 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 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 questions in writing within ten (10) business days.

We will tell you the results of our investigation within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (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 ten (10) business days, we may not recredit your account. If the alleged error pertains to a Point-of-Sale Debit Card transaction, or a transaction initiated outside the United States, the District of Columbia or Puerto Rico, the forty-five (45) calendar day period becomes ninety (90) calendar days.

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.

BUSINESS DAYS

We consider every day a business day except Saturdays, Sundays and federal holidays.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Without your written permission, we will not disclose information about your account to third parties except (a) where necessary to complete a transfer, (b) to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or (c) in order to comply with government agency or court orders.

CHARGES

Service fees may be imposed on your account in accordance with the Fee Schedule which accompanies this Disclosure Statement and Agreement. In addition, you may incur a fee for us reissuing/replacing cards and/or PINs as disclosed in the TVFCU Fee Schedule.

CARD OWNERSHIP

Your Debit Cards are the property of the Credit Union and are not transferable. You must destroy or return the Debit Cards to us upon our request and/or upon termination of this Agreement. From time to time we may issue replacement Debit Cards.

RESPONSIBILITY

You are responsible for any transactions made by you and by anyone else you authorize to use your Debit Card or your PIN.

AMENDMENTS, TERMINATION AND ASSIGNMENT

The Credit Union may change the terms of this Disclosure Statement and Agreement at any time. You will receive written notice of the changes to the extent required by law. You or the Credit Union may terminate this Agreement and your privileges under this Agreement at any time without prior notice except that to cancel your Debit Card or the Share Draft account to which it is tied, you must give 15 days prior notice. Termination of the Agreement in no way affects your responsibility for transactions occurring before termination or made using your Debit Card or your PIN after termination. You may not assign your rights and any attempted assignment will be void.

JOINT ACCOUNTS

If your account is a joint account, each person with a legal or financial interest in the funds in that account is individually responsible for all transactions made by anyone having such an interest in the account. This includes any Debit Card transaction affecting the account. Notices under this Agreement to one of those persons will be deemed notice to all of them.

GOVERNING LAW

This Agreement is governed by New York State law except to the extent that law is superseded by federal law.

Date: _____

WITNESS/NOTARY

Applicant Signature

SIGNATURES MUST BE
NOTARIZED OR SIGNED
AT THE CREDIT UNION

WITNESS/NOTARY

Co-Applicant Signature