



MCU DEBIT CARD AGREEMENT:

This agreement describes how to use your MCU Debit Card and explains your rights and responsibilities as an MCU Debit Card user. When you signed the MCU Debit Card application, you agreed in writing to be bound by this agreement. Your use of MCU Debit Card services will also indicate that you agree to these terms. Since MCU Debit Card services offer you access to certain Municipal Credit Union accounts, MCU Debit Card services are also governed by the Municipal Credit Union Account Agreement and Rules and Regulations applicable to such accounts.

In this agreement the words "we", "our", "us" and "MCU" refer to Municipal Credit Union. The words "you" and "your" refer to you and all other owners of the accounts to whom MCU Debit Card services will be made available.

YOUR MCU DEBIT CARD & PIN

You have received a special plastic MCU Debit Card ("card"). If you were a holder of an MCU Cash Connection Card at the time you received this Card, you may be told that you can continue to use the same Personal Identification Number ("PIN") in connection with this card. If you received your card in person at an MCU branch, you selected a PIN at that time. If you received the card by mail, you will select your PIN when you call 1-888-381-7362 to activate the card. You need both the card and PIN to make most MCU Debit Card transactions. Your MCU Debit Card may also be used as a secondary piece of identification for MCU branch transactions. MCU Debit Card is for your personal use only. You agree not to allow another person to use it.

You acknowledge and understand that we do not know your PIN. Because anyone who has the card and the PIN can make MCU Debit Card transactions for which you may be liable, you should guard the secrecy of your PIN. We suggest that you memorize the PIN. You agree not to write it on your MCU Debit Card and not to keep it in any place where it may be found with your card.

PERMISSIBLE MCU DEBIT CARD TRANSACTIONS

MCU Debit Card system allows you 24-hour access to certain of your MCU accounts. You may use your card at participating network machines for the following purposes, subject to the machines' operational limitations, and to the extent allowed by law and this agreement:

- (1) **CASH WITHDRAWALS** - To obtain a cash withdrawal from your Share Account, FasTrack Checking Account or Basic Share Draft Account.
- (2) **BALANCE INQUIRIES** - For balance inquiries with regard to your Share Account, FasTrack Checking Account or Basic Share Draft Account.
- (3) **TRANSFERS** - To transfer money from your Share Account to your FasTrack Checking Account or Basic Share Draft Account or likewise from your FasTrack Checking Account or Basic Share Draft Account to your Share Account.

You may obtain a list of participating networks by calling or writing us at the telephone number or address which appears below. You may also use your card at participating merchants, subject to the limitations set forth in this agreement for the following purpose:

- (4) **PURCHASES** - To purchase goods and services from any merchant participating in the NYCE network or other participating network point-of-sale program ("POS transaction"). You may also use your card to make purchases at any merchant which accepts VISA card ("MCU Debit Card transaction"). When a POS transaction is made, there will be an immediate electronic withdrawal from your FasTrack Checking Account or Basic Share Draft Account. When an MCU Debit Card transaction is made, funds in the amount of the transaction are immediately placed on hold, and then later withdrawn, from your FasTrack Checking Account or Basic Share Draft Account.

You may use your card and PIN at ATMs owned by MCU ("proprietary ATMs") for the following additional purposes:

- (5) **DEPOSITS** - To make cash or check deposits to your Share Account, FasTrack Checking Account or Basic Share Draft Account.

You may obtain a list of NYCE certified institutions by calling or writing to us at the telephone number and address which appear below.

LIMITS ON MCU DEBIT CARD TRANSACTIONS

Your card and PIN may only be used to conduct transactions and obtain access to those accounts we have approved in advance. We will not be required to complete a transaction if you do not have enough collected funds in your account to cover the transaction. You may use your card to make a total of \$3,500.00 in purchases and ATM cash withdrawals each day, subject to a separate daily limit of \$1,500.00 in ATM cash withdrawals. You agree not to use your card for a transaction that would cause the balance in a designated account to go below zero or that would cause a withdrawal or transfer from a type of account that you do not have. We are not required to complete any of these types of transactions, but if we do, you agree to pay us the excess amount or the improperly withdrawn amount immediately upon request. You may not use your MCU Debit Card for any illegal transaction. We may also limit or refuse to complete your MCU Debit Card transactions when we have to for security reasons.

CHARGES FOR MCU DEBIT CARD SERVICES AND TRANSACTIONS

We do not charge for withdrawals, transfers, denials, or inquiries made at proprietary ATMs. We also do not charge for POS transactions you make at participating merchants. However, if you have a Basic Share Draft Account we charge an Excessive Withdrawal Fee of \$1.00 each time you make a withdrawal transaction (including a withdrawal transaction at proprietary ATMs or POS transactions) in excess of eight (8) during any calendar month, to a maximum of \$6.00 in such calendar month.

If you use your MCU Debit Card at an ATM not owned by MCU ("non-proprietary ATM"), we will charge you:

- \$3.00 for each withdrawal;
- \$1.00 for each transfer; and
- \$1.00 for each inquiry.

All fees may be assessed for the same ATM access. However, these service charges will be waived if the combined balance in your Share Account, FasTrack Checking Account, Basic Share Draft Account, Money Market Account, Vacation and Holiday Club Accounts, Share Certificate Deposit Accounts and IRAs (under the same root account number used to obtain this card) is at least \$2,000.00 after the completion of the withdrawal, transfer, or inquiry. You also agree to pay any increase or changes in such charges which MCU may later impose. We may charge other fees for various services you may ask us to perform (ex., issuing a new card or PIN). All charges will be automatically imposed against the account from or to which the withdrawal, transfer, or inquiry was made. If you initiate a transaction from a non-proprietary ATM, a separate fee may be imposed by the ATM operator or by any network, regional, or local network utilized to effectuate the transaction. The non-proprietary ATM operator or network may charge a fee in connection with a balance inquiry even if no fund transfer is completed.

A 1% International Transaction Fee will be assessed on all transactions where the merchant is located outside the U.S. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself received, or the government mandated rate in effect for the applicable central processing date, plus the 1% International Transaction Fee.

RIGHT TO RECEIVE RECEIPT AND PERIODIC STATEMENT

You may choose to receive a detailed receipt at the time you make any withdrawal or transfer from your account at a participating network terminal.

You will receive your normal monthly statement on your FasTrack Checking Account or Basic Share Draft Account. You shall also continue to receive quarterly statements on your MCU Share Account. However, you will receive a monthly statement on your Share Account if you have made any transactions with your MCU Debit Card during the month.

RIGHT TO STOP PAYMENT

If you have told us in advance to make regular payments out of your MCU account, you can stop any of these payments. Here's how:

Call us at (212) 693-4900, or write us at Municipal Credit Union, P.O. Box 3205, Church Street Station, New York, NY 10007, Attn: Card Services Department, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$20.00 for each stop-payment order that you give.

IN CASE OF ERRORS OR QUESTIONS ABOUT MCU DEBIT CARD TRANSACTIONS

If you think your statement or receipt is wrong, or if you need further information about a transaction listed on the statement or receipt, please call:

(212) 693-4900 as soon as possible,

or write us at:

Municipal Credit Union

P.O. Box 3205, Church Street Station
New York, New York 10007

Attention: Card Services Department

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred 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) days to investigate your complaint or question. If we decide to do this, we will credit 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 credit your account.

For errors involving new accounts (within thirty (30) days after the first deposit to the account), point-of-sale, or foreign-initiated transactions (outside of the United States or Commonwealth of Puerto Rico), we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all MCU Debit Card transactions made by you and anyone else who uses your card and PIN with your knowledge or consent. You are also responsible for unauthorized use of your card and PIN to the full extent allowed by applicable federal and state law. In addition, any person other than yourself who uses your card is responsible for all transactions he or she makes and for all transactions made by others with his or her permission. This does not limit your own responsibility. You agree to tell us at once if you believe your MCU Debit Card or PIN has been lost or stolen or used by some unauthorized person.

REPORTING UNAUTHORIZED USE

Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If a VISA transaction is made with your card or card number without your permission, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not VISA transactions, for transactions at ATMs, or if you were grossly negligent

in the handling of your account or card.

If you tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than fifty dollars (\$50) if someone used your card 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 card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers or transactions that you did not make, including those made by card, code or other means, 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 extenuating circumstances such as extended travel or hospitalization kept you from notifying us, then we will extend the specified time periods for a reasonable time.

CONTACT IN THE EVENT OF AN UNAUTHORIZED TRANSFER

If you believe your card and/or PIN was lost or stolen or someone has made unauthorized withdrawals from your account without permission, you may contact us 24 hours a day 7 days a week at (212)693-4900 to report unauthorized transactions using your debit card or write us at:

Municipal Credit Union

P.O. Box 3205, Church Street Station
New York, New York 10007

Attention: Card Services Department

BUSINESS DAYS

MCU's Card Services Department can be reached from Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M. E.S.T. to answer any questions regarding electronic transactions on your account. MCU is not open for business on the banking holidays published by the New York State Department of Financial Services.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transactions you make, for the following reasons:

- (A) to verify the existence and condition of your account for a third party, such as a credit bureau;
- (B) to comply with government agency or court orders;
- (C) if you give us your written permission; or
- (D) where it is necessary to complete a transaction.

LIMITATIONS ON OUR RESPONSIBILITY TO YOU

We make every reasonable effort to ensure that your MCU Debit Card transactions are completed on time and in the correct amount and we maintain procedures to prevent any interruption or problems in service. If you properly instruct us to perform an MCU Debit Card transaction involving a designated account and we do not complete it timely or correctly and we have agreed to perform it, with certain exceptions, we will be liable by law for your losses and damages.

However, we will not be responsible for failing to complete a transaction:

- (1) if your account does not contain enough collected funds to cover the transaction;
- (2) if the use of the funds in your account is restricted by legal process or other encumbrance;
- (3) if you are trying to make a withdrawal and the terminal you are using does not have enough cash;
- (4) if the terminal was not working properly and you knew or should have known about the breakdown when you started the transaction;

- (5) if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions which we have taken;
- (6) if your MCU Debit Card has deteriorated or has been damaged so that it does not function properly;
- (7) if your card or PIN has been reported lost or stolen;
- (8) if we have reason to believe that you or someone else is using MCU Debit Card for fraudulent or illegal purposes;
- (9) if you try to make a withdrawal or transfer from a type of account that you do not have; or
- (10) if either you or we have terminated this agreement.

There may also be other exceptions to our liability by applicable law.

TERMINATING THIS AGREEMENT

You can terminate this agreement by notifying us in writing and no longer using your card or PIN. If more than one person is authorized to use MCU Debit Card services on your accounts, or if another person has your card and PIN, we cannot stop that person from making transactions on your account(s) without terminating your MCU Debit Card services. You agree to allow us twenty-four (24) hours to terminate MCU Debit Card services after you give us notice. You remain responsible for MCU Debit Card transactions during this time.

We can also terminate this agreement at any time for any reason and without notice. For instance, we may decide to discontinue MCU Debit Card services entirely, or we may terminate your MCU Debit Card privileges for security reasons.

RIGHT OF OFFSET

MCU has a right of offset. This means that we have the right to take from your account, or any other account on which you sign, any amount you owe MCU to cover that debt, except where prohibited by law.

CHANGE OF TERMS

We can change the terms of this agreement at any time. If the change restricts, limits, or reduces your rights under this agreement, we will give you twenty- one (21) days' notice by mail sent to the most recent address you have given us. However, if we must make an immediate change for security reasons, we will make the change first and let you know no later than thirty (30) days after we make the change.

NOTICES

All notices from us will be effective from the time we mail or deliver them to the last address we have for you in our records.

COLLECTION EXPENSES

If we ever have to file a lawsuit to collect money which is due to us because of your MCU Debit Card transactions, you will pay our costs and expenses, including reasonable attorneys' fees not to exceed 20% of the amount due.

APPLICABLE LAW

Any legal questions about this agreement will be decided in accordance with applicable federal, New York State and local laws, rules and regulations, as now in effect and as from time to time amended. If any term of this agreement cannot be legally enforced, the agreement is to be considered changed to the extent necessary to comply with the law. We can delay enforcing any of our rights under this agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.

CARD OUR PROPERTY

MCU Debit Card remains our property and you agree to surrender the card to us upon demand or through retrieval by any participating machine.