

You understand this Visa debit/ATM and/or ATM cardholder agreement and disclosure statement sets out your respective rights and obligations in connection with your use of a TruMark Financial Visa debit/ATM card.

Please read it and keep it for your records. You also understand you do not have to sign this Agreement. It will take effect automatically when you use the card or permit another to do so, or if you do not return the card or cards to TruMark Financial, cut in half, within thirty (30) days after receipt of the card.

In consideration of TruMark Financial Credit Union issuing you a Visa debit/ATM or ATM card, you agree to be legally bound by the following terms and conditions:

#### **Definition of Terms**

In this Agreement the words “you” and “yours” mean the applicant and co-applicant, if any, and any other person an applicant permits to use a card issued under this Agreement. The word “TruMark Financial” refers to TruMark Financial Credit Union (TRUMARK FINANCIAL), its successors and assigns. The word “card” means the Visa debit/ATM card, ATM Card, or any other cards issued under this Agreement.

#### **Signing Card, Authorized Users**

You will sign the card promptly upon receipt to protect you and TruMark Financial from any unauthorized use. Each person who uses this card with your permission also will be bound by the terms of this Agreement.

#### **Accounts and Ownership of Card - For Visa Debit Card Only**

You agree that you have a checking account with TruMark Financial set forth on your application form which is part of this Agreement. You hereby request TruMark Financial issue you one or more Visa debit/ATM card(s). You authorize TruMark Financial to check your credit history and any relevant financial data prior to issuing a Visa debit/ATM card to you. You agree the card is TruMark Financial’s property and will be surrendered to TruMark Financial upon TruMark Financial’s request.

#### **For Savings Account Only**

If you have a savings account only with TruMark Financial, you will be issued an ATM Card. This ATM Card has the same terms and conditions as described in this agreement. Visa debit/ATM card will denote both cards unless otherwise stated.

#### **Use of Card for Purchases and Cash Advances**

You understand you may use your Visa debit/ATM card to make purchases of goods and services (“purchases”) at any place where Visa cards are accepted and to obtain cash (“cash advances”) at any Visa financial institution. You agree that each time you use your Visa card for purchases or cash advances, TruMark Financial shall deduct the amount of such purchase or cash advance from your checking or savings account with TruMark Financial or add to such account the amount of any credit given to you in the same way other checking or savings transactions are handled. You understand each transaction will be subject to the terms of this Agreement and the rules and regulations of your account(s) with TruMark Financial to which the transaction is charged or credited. TruMark Financial is not obligated to you, we are not responsible in any way for refusals by merchants or financial institution to honor your Visa debit/ATM card for purchases or if a merchant retains your Visa debit/ATM card. You understand if you make a purchase with your Visa debit/ATM card which is returned for a refund, such refund must be made on a credit voucher which shall be credited to your account in the course of business. You agree all purchases or cash advance transactions or credits may be presented to TruMark Financial through the use of either sales or credit drafts or electronic transmission of the transaction information.

Your Visa debit card also allows you to conduct transactions on the STAR/Plus® network, which will generally require you to enter your PIN (Personal Identification Number). Some merchants are authorized to accept non- Visa debit transactions without requiring your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are in applicable to non-Visa debit transactions.

If you make a purchase or cash advance in a foreign currency, the purchase or cash advance, will be converted by Visa® International into a U.S. dollar amount. Visa International will use the procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those regulations provide the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate of two percent (2%) in each case; Visa retains this international reimbursement rate as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Money Access Center Services**

You understand you may use your Visa debit/ATM card at ATM machines to (a) withdraw cash from, (b) make or arrange for deposit into, or (c) effect transfers to or from your account(s) as listed on the application in the amount you request and to obtain balance information from such accounts. You also may make up to four (4) withdrawals per day at any automated teller machines not to exceed \$1,010 total. You also may obtain other services now offered or that may later be added in connection with any such accounts(s). Some of these services may not be available at all terminals. You agree each ATM transaction shall be subject to the terms of this Agreement and the rules and regulations of the accounts(s) with TruMark Financial to which the transaction is charged or credited.

### **ATM and Personal Identification Number (PIN)**

You understand an ATM machine is an automated teller machine; it can and will perform many of the same tasks as a human teller. You acknowledge the PIN with your Visa debit/ATM card is your actual signature, it identifies the bearer of the card to the ATM machine, and authenticates and validates the directions given just as your actual signature and other proof of identity identifies you and authenticates and validates your directions to a human teller. You acknowledge that your PIN is an identification code that is personal and confidential and the use of the PIN with the check card is a security method by which TruMark Financial is helping you to maintain the security of your account(s). Therefore YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO ASSURE NO ONE ELSE LEARNS YOUR PIN.

### **Liability for Unauthorized Transactions – Visa debit/ATM card ONLY**

Tell TruMark Financial 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 TruMark Financial within two (2) business days, you can lose no more than \$50.00 if someone used your card and/or PIN without your permission.

If you believe your card and/or PIN has been lost or stolen, and you tell TruMark Financial within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00, if someone used your card and/or PIN without your permission. If you do not tell TruMark Financial within two (2) business days after you learn of the loss or theft of your card and/or PIN, and TruMark Financial can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers you did not make, tell TruMark Financial at once. If you do not tell TruMark Financial within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the 60 days if TruMark Financial can prove that we could have stopped someone from taking 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 TruMark Financial, we may extend the time periods.

**IF YOU GIVE YOUR VISA DEBIT/ATM CARD AND/OR PIN TO SOMEONE ELSE TO USE, YOU ARE RESPONSIBLE FOR ANY USE OF THE CARD BY THAT PERSON UNLESS YOU NOTIFY TRUMARK FINANCIAL THAT TRANSFERS BY THAT PERSON ARE NO LONGER AUTHORIZED. We will then have to cancel your card and issue you a new one.**

**Liability for Unauthorized Transactions – ATMcard ONLY**

TruMark Financial carries no liability for unlawful use of your ATM card. If you find your card has been used, lost, or stolen it is your responsibility to tell TruMark Financial immediately after you learn of the loss or theft, at the least within two (2) days of you learn about the loss. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell TruMark Financial within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the 60 days, if TruMark Financial can prove that we could have stopped someone from taking 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 may extend the time periods.

IF YOU GIVE YOUR ATM CARD OR PIN TO SOMEONE ELSE TO USE, YOU ARE RESPONSIBLE FOR ANY USE OF THE CARD BY THAT PERSON UNLESS YOU NOTIFY TRUMARK FINANCIAL THAT TRANSFERS BY THAT PERSON ARE NO LONGER AUTHORIZED. We will then have to cancel your card and issue you a new one.

**How to Contact TruMark Financial**

If you believe your Visa debit/ATM card or PIN has been lost or stolen or someone has transferred or may transfer money from your account without your permission, please contact one of the following phone numbers:

**215-953-5353** or **1-877-TRUMARK** during normal business hours, weekdays, 8 a.m. to 8 p.m., Saturdays and Sundays, 9 a.m. to 1 p.m., excluding holidays or **1-888-822-2419** outside normal business hours.

**Fees**

Relevant fees are identified in the Service Fee Disclosure.

**Deposits**

You agree when you make a deposit by check or cash, TruMark Financial has the right to collect those funds before TruMark Financial makes the money available to you or credits your account. If you deposit cash or checks to an ATM operated by another financial institution for transmission to TruMark Financial for deposit into your account, you agree your account does not have to be credited with that deposit until such time as the funds are collected. If you make deposits to your account(s) with items other than cash, and TruMark Financial makes funds available to you from such deposits prior to their collection, you agree to pay TruMark Financial any amount of such funds which are not collected.

You are limited to a maximum of two (2) separate deposits to your TruMark Financial account(s) via automated teller machines (ATMs) per calendar day. If you make two separate deposits to your TruMark Financial account(s) via ATMs on a given calendar day, then any additional deposits to your TruMark Financial account(s) will not be accepted for three subsequent calendar days.

**Joint Accounts**

If a Visa debit/ATM card is issued for a joint account, each of you will be jointly and severally liable under the terms of this agreement.

**Stop Payments**

You will not stop payment on any purchase or cash advances and TruMark Financial has no obligation to honor any such stop payment by you.

**Statements**

You understand your regular monthly account statement will show each purchase and cash advance charged to your account during the statement period and any STAR machine or PLUS system ATM transaction during the statement period. You can get a receipt at the time you make any transfer to or from your account at any ATM.

**Authorizations**

You agree that any purchase or cash advance is subject to prior authorization by TruMark Financial or by a Visa authorization center. Limitations on frequency of use of the Visa debit/ATM card or dollar limitations on purchases or cash advances are established for your protection as follows:

**For Visa Debit Card:**

	<b>ATM</b>	<b>Point of Sale (POS)</b>	<b>Card</b>
Dollar/Balance Limit	\$1,010 per day	\$5,000 per day	\$5,000 total per day
Usage Limit	Four (4) per day	Unlimited	Unlimited

**For ATM Card:**

	<b>ATM</b>
Dollar/Balance Limit	\$1,010 per day
Usage Limit	Four (4) per day

**Use of Line of Credit – For Visa Debit Card Only**

If you have a line of credit (“Line of Credit”) attached to your account, the disclosures TruMark Financial provides in the Line of Credit Agreement are applicable to the use of your Visa debit/ATM card whenever it accesses your line of credit, including the information regarding your right to dispute billing errors.

**Transfers Not to Exceed Available Funds**

You will not make purchases, cash advances, withdrawals, or other transactions (collectively “transfers”) in an amount or amounts which exceed(s) the available funds in your account. Should TruMark Financial receive any transfer request in excess of the amount of funds available in your account and TruMark Financial pays such transfer request, TruMark Financial may at our option: (a) deduct the amount of the payment from any other account you have with TruMark Financial, either individually or jointly with others; (b) add that amount to your line of credit, if any; or (c) require you to immediately deposit funds in an amount sufficient to cover the payment and fee or fees imposed as a result of such an overdraft. You agree to pay to TruMark Financial immediately upon notice any amounts due to TruMark Financial because of such payments.

**TruMark Financial’s Rights After a Breach Agreement**

Should TruMark Financial receive any transfer request in excess of the available funds in your account, you will be in breach of this agreement. If you break any other promise made in this agreement, have made any misrepresentation to TruMark Financial in connection with this agreement, are delinquent on any other obligation to TruMark Financial, die, or become the subject of any bankruptcy, insolvency, or incompetency proceeding, you also will be in breach of the agreement. Upon such a breach, TruMark Financial may at our option either suspend transactions using this card or cancel this agreement. Should TruMark Financial retain an attorney to collect any money owed to TruMark Financial under this agreement, TruMark Financial may also impose and collect a reasonable collection or attorney fee and any court or other costs necessary for TruMark Financial’s collection of the amount you owe to TruMark Financial. TruMark Financial may delay enforcement of any of TruMark Financial’s rights under this agreement without losing them.

**Termination of Agreement/Changes to Agreement**

You may terminate this agreement at any time by notifying TruMark Financial in writing and returning the card or cards to TruMark Financial after cutting them in half. After such termination, you will still owe TruMark Financial any amount then due under this agreement. TruMark Financial reserves the right at any time and from time to time, upon notification, to change or add to any terms of this agreement. TruMark Financial also reserves the right to cancel this agreement and your privilege to use the Visa debit/ATM card at any time without prior notice, but your obligation to pay any items charged against your account, plus any applicable charges, will continue until paid in full.

**Change of Address**

If you move, you must promptly give TruMark Financial your new address in writing.

**Credit Information**

TruMark Financial may obtain credit information about you and may give information about your performance of the terms of this agreement to credit agencies and others. TruMark Financial uses third party vendors to verify information.

**Confidentiality**

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

- 1) Where it is necessary for completing transfers, or
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- 3) In order to comply with government agencies or court orders, or
- 4) If you give TruMark Financial your written permission.

**What Law Applies**

This agreement is made in *Montgomery County, Pennsylvania* and will be governed by Pennsylvania law except in those instances where federal law controls.

**Error Resolution**

In case of errors or questions about your electronic transfers, telephone TruMark Financial at (215)953-5353 or 1-877-TRUMARK (878-6275) or write to TruMark Financial Credit Union, 335 Commerce Drive, P.O. Box 8127, Fort Washington, PA 19034, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. TruMark Financial must hear from you no later than sixty (60) days after TruMark Financial 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 TruMark Financial the dollar amount of the suspected error.

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

TruMark Financial 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 TruMark Financial needs more time to investigate, we may take up to 45 days to further investigate your complaint or question. If TruMark Financial decides to take this time, we will credit your account within ten (10) business days for the amount you think is in error. If TruMark Financial decides there was no error, or the dispute (this does not include fraudulent transactions) was denied, we will send a written explanation within three (3) business days after we finish the investigation, and the funds put into your account for the error or dispute may be reversed from your account. You may ask for copies of the documents TruMark Financial used in its investigation.

**Financial Institutions Liability**

If TruMark Financial does not complete a transfer to or from your account on time or in the correct amount according to TruMark Financial's agreement with you, TruMark Financial will be liable for your losses or damages. However, there are some exceptions. TruMark Financial will not be liable, for instance (but not limited to):

- a) If through no fault of TruMark Financial, you do not have enough money in your account to make the transfer,
- b) If the transfer would go over the credit limit on your overdraft line,
- c) If the ATM where you are making the transfer does not have enough cash
- d) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer,
- e) If circumstances beyond TruMark Financial's control (such as, fire or flood) prevent the transfer, despite reasonable precautions the credit union has taken,
- f) If your card is retrieved or retained by an ATM or merchant,
- g) If your card PIN has been reported lost or stolen and we have blocked your account,
- h) If the activity on your account is of a suspicious nature and we block your account,
- i) If the funds in your account are uncollected,
- j) If the funds in your account are subject to legal process,
- k) If we have reason to believe the transaction(s) requested is/are unauthorized,
- l) If you attempt to complete a transaction at a Money Access Center, PLUS system ATM, or merchant terminal that is not a permissible transaction listed above,
- m) If the transaction would exceed security limitations on the use of your Visa debit/ATM card or ATM Card. There may be other exceptions stated in TruMark Financial's agreement with you.