Connecticut State Employees Credit Union Regulation E Disclosure and VISA Debit Cardholder Agreement

- Accepting this Agreement/Cardholder Signature: Use of your CSE VISA Debit Card means you agree to all terms in this Agreement. Please read this Agreement carefully and keep a copy for your records. Immediately sign the signature panel on the back of the card when you receive your Card.
- 2. Definitions: "You" and "your" mean each person who has signed the CSE Credit Union request for a CSE VISA Debit Card or who uses your CSE VISA Debit Card with your consent. "We", "us", "our", "CSE" and "Credit Union" mean Connecticut State Employees Credit Union through which you applied and received your CSE VISA Debit Card. "Account" means each and all of your Accounts with us for which you may use your Card. "Card" means your CSE VISA Debit card. "PIN" means your personal identification number. "ATM" means an automated teller machine. "POS" means point of sale transactions. POS transactions are all transactions except those made at an ATM. "Transfer" means a withdrawal of money by the use of your Card. "Transaction" means use of the Card or the Account number on the Card, and a Personal Identification Number (PIN) when required, to perform a transaction with the Card.
- 3. Membership: You must be a CSE Credit Union member and have an open share draft Account. A Card may be issued to the member and one share draft joint member. You understand that providing a Card to your joint owner will give your joint owner access to funds in your savings and checking Accounts.
- 4. Issuance of Card: You have requested that the Credit Union issue a Card that can be used to access funds in your Account. You will be able to select your own PIN. You agree to take all reasonable precautions to ensure nobody learns your PIN. At no time will you reveal or make available directly or indirectly your personal identification number (PIN) to any person. If you disclose your PIN to others, any use of the Card will be considered authorized. You also agree not to write the PIN on the Card(s) issued to you.
- 5. Use of Card and Limitations: The Credit Union issues the Card for your use only. You are responsible for all Transactions you make with the Card or that you authorize another person to make with the Card. Any loss or theft of the Card and/or PIN will be promptly reported. You agree not to withdraw funds in excess of the available balance in your Account. The Card is not a credit card and its issuance does not permit you to obtain credit from the Credit Union by using the Card. You may make only ten ATM withdrawals and fifteen POS transactions, with an overall limit of 20 transactions, per day with your Card
- 6. Types of Transactions: You may use your Card for the following types of transactions:

POS Transactions:

Withdrawing funds from your share draft (checking) account to pay for goods and get "Cash Back" up to \$1,000 depending upon the retailers' policies. All POS transactions will be charged against your checking Account.

ATM Transactions:

- Withdrawing cash from your share draft (checking) Account or your regular share Account (savings).
- Inquiring about balances in your share draft or regular share Account.
- Transfers between your share and share draft Accounts.

Some of these services may not be available at all terminals. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and pay bills.

7. Limitations on Amounts of Withdrawal: Assuming available funds in your Account, the daily transaction limit for POS transactions is \$1,000. For ATM transactions, the daily transaction limit is \$500. The Credit Union reserves the right to increase your daily limits at any time without prior notice.

- 8. Fees: There is no fee for using your Card to make a purchase at a merchant location. After three (3) free ATM transactions per month, there will be a 75¢ charge for each withdrawal, transfer, or balance inquiry when using your Card at an ATM. 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. The Credit Union will not increase these fees and charges unless we provide you advance written notice in accordance with applicable laws and regulations.
- 9. How Transactions Are Authorized and Posted to Your Account: It is important to understand that your share draft account has two kinds of balances:
 - Current Balance. Your Current Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.
 - Available Balance. Your Available Balance is your Current Balance less: (1) holds placed on debits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders.
- 10. Use of Card for Illegal or Risky Transactions: It is your responsibility to comply with all laws when using your Card. You agree to hold us harmless for any damages or other liability arising from transactions initiated by you for the purpose of conducting illegal activity. We reserve the right to decline authorization of transactions for activities that we believe may violate law or pose significant risk to us or our members.
- 11. **Preauthorized Payments:** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at 860-522-5388 or write us at CSE Credit Union, Debit Card Department, 84 Wadsworth St, Hartford, CT 06106, 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 14 days after you call. You will be charged a stop payment fee as outlined in our Truth-In-Savings disclosure.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- 12. Foreign Transactions: Purchases and cash advances made in foreign currencies will be debited from your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- 13. CSE Liability for Failure to Make Electronic Fund 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 agreement with you, the Credit Union is liable for losses or damages, except in the following instances:

- If, through no fault of the Credit Union, you do not have sufficient funds in your Account to make the transfer.
- If the ATM machine where you made the transfer does not have enough cash.
- If the ATM or POS machine was not functioning properly and you knew of the breakdown before you started the transaction.
- If circumstances beyond the control of the Credit Union (such as flood or fire) prevent the transfer despite reasonable precautions that have been taken.
- Any other exceptions listed in your agreement with the Credit Union.
- If the Credit Union believes there is fraud or suspicious activity on your account.
- 14. Documentation of Transaction: You can receive a receipt at the time you make any transactions to or from your Account using your Card. Please retain these receipts for your records. You will receive a monthly statement of your share draft Account. You will receive a monthly statement of your savings Account, unless there has been no electronic activity in a particular month. In any case, you will receive a savings Account statement at least quarterly.
- 15. Refusal to Honor Your Debit Card: You agree the Credit Union is not responsible or liable for any merchant, financial institution, or other party that refuses to honor your Card.
- 16. Ownership and Cancellation of the Debit Card: The Card is the property of the Credit Union. The Credit Union has the right to cancel your Card at any time with or without written notice to you. You may cancel Card privileges by notification to us in writing and physically surrendering the Card.
- 17. Disclosure of Information to Third Parties: We will disclose information to third parties about your Account or the transfers you make: i) where it is necessary for completing transfers, or ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or iii) in order to comply with government agency or court orders, or iv) if you give us your written permission.
- 18. Card Replacement Fee: If your Account is subject to a Card Replacement Fee, a fee will be charged for each replacement card that is issued to you for any reason.
- Business Days: For purposes of these disclosures, Credit Union business days are Monday through Friday from 9:30 AM to 4:00 PM, exclusive of holidays.
- 20. Your Liability: Tell us AT ONCE if you believe your Card 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 Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card 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, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers 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 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.

21. In Case of Errors or Questions About Your Electronic Transfers: If you think that a statement of or a receipt for an electronic transfer is wrong, or if you need more information about a transfer listed on the statement or receipt, contact the Credit Union at once: (860) 522-5388 or write to: Connecticut State Employees Credit Union, 84 Wadsworth St, Hartford, Connecticut 06106-1794. We must hear

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

You should furnish:

- · Your name and Account number.
- A description of the error or transfer you are unsure about, explaining as clearly as you can why you believe it to be an error or why you need more information.
- · The dollar amount of the suspected error.

Should you contact us orally, you may be asked to send 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. However, if you are asked to put your questions in writing and you do not do so within 10 business days, we may not be able to 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. Should no error be found, a written explanation will be sent to you within three (3) business days after the investigation is completed. You may ask for copies of the documents that were used in the investigation.

22. Reporting Lost Cards or PINs or Unauthorized Use of Your Debit Card: Telephoning is the best way to prevent losses or keep them at a minimum. If you believe your Card has been lost or stolen, call the Credit Union at: (860) 522-5388

Or immediately write to:
Connecticut State Employees Credit Union
Debit Card Department
84 Wadsworth St
Hartford, Connecticut 06106-1794

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. In some circumstances, when you phone, you will be asked to follow up with a written account.

23. Nothing in this agreement shall annul, limit, or in any way modify any other obligation or relationship you may have with the Credit Union now, or hereafter.