



## DEBIT MASTERCARD/ELECTRONIC SERVICES AGREEMENT

Revision 01-27-2016

- 1. Acceptance of Agreement-** The Credit Union will issue you a Personal Identification Number (PIN) to be used with the Card for electronic fund transfers. Your use of the Debit MasterCard and/or PIN signifies your acceptance to the terms of the Membership and Account Agreement and also signifies your acceptance of the additional terms of this Debit MasterCard Agreement. If you do not wish to be bound by this Agreement, cut the card in half and return the card to the Credit Union. Unless you do so, the Credit Union will assume that you have accepted the terms and conditions of this Agreement as well as your continued acceptance of the Membership and Account Agreement.
- 2. Use-** Use of the Card, the account number on the Card, the PIN, or any combination of the three to make purchases, payment, or cash withdrawals from merchants, financial institutions, Automated Teller Machine (ATMs) or others who honor the Card is an order by you to withdraw funds from your Checking Account and will be treated as though it were a check for purposes of the Account Agreement except that:
  - The Credit Union may charge Card withdrawals to the Checking Account in any order it determines, and if funds are not sufficient to cover the withdrawals, the Credit Union may pay Card withdrawals and dishonor regular checks and/or ACH debits.
  - The Credit Union cannot honor stop payment requests on Card withdrawals.
  - The Credit Union will consider your checking account plus any established overdraft account when authorizing a Debit MasterCard transaction. Current overdraft fees will apply for these transactions. We recommend using Mobile, Online, or Telephone Banking to transfer funds prior to making any purchases to prevent the fee.

You agree that you will not use your Card to withdraw money in excess of your Checking Account balance and established overdraft accounts. You agree to reimburse the Credit Union immediately for the amount of any check or Card withdrawal that it honors which cannot be paid out of Available funds. You hereby agree to authorize the Credit Union to debit any of your accounts to cover your authorized Card withdrawals.

You agree that you will not use the Card or account to make or facilitate any illegal transaction(s) as determined by applicable law. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### ATM/Debit MasterCard Withdrawal Limits

The maximum daily cash withdrawal per card by ATM is \$1000. Your daily limit may be lower.

- 3. Availability of Funds:** When using your Debit MasterCard for signature debit transactions, authorized funds will be held in your checking account or in any established overdraft line of credit or share account and will not be available for cash withdrawal, check clearing or other transactions trying to clear your account.
- 4. Responsibility-** If the Debit MasterCard is issued to you and others on a joint account, all Card withdrawals will be binding to all parties on the Account.
- 5. Refusal to Honor Card-** You will have full access to funds on deposit in your Checking Account with the Debit MasterCard unless any of your Credit Union loans are delinquent, in which case the Credit Union will not honor any Card withdrawals. However, you recognize that electronic terminals, merchants, financial institutions and others who honor the Card may not be able to determine your actual available balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminal or persons to honor the Card or complete a Card Withdrawal, or for their retention of the Card.
- 6. Service Fees and Other Charges-** There is no annual fee for the Debit MasterCard. The Credit Union reserves the right to assess other charges and the right to change any charges it may deem necessary in the future. Notification of any such fees will be given as required by law. By use of this Card, you may be subject to other service fees in accordance with the Credit Union's current Fee Schedule. These other fees may include:
  - Transactions at non-proprietary ATM locations (not Genisys Credit Union machines) in excess of 6 transactions per month- \$1.25 per transaction

- A fee may be charged if the credit union pays a re-occurring transaction that takes your account negative.
  - A fee may also be assessed if you use your Debit MasterCard for signature or POS transactions and you have authorized the credit union to use an overdraft service to process the transactions. See our Fee schedule for current amounts.
7. **Limitations on Transfers:** Card limits are established for each account and can be provided by request. For security reasons, there are limits on the number of merchant-based transactions and cash advances permitted within a 24 hour period. If you experience a problem, please contact our office.
  8. **Transaction Slips:** The monthly statement for the Checking Account will identify the merchant, financial institution or electronic terminal at which Card withdrawals were made, but sales, cash withdrawal, credit vouchers or other slips you sign or receive cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement.
  9. **Returns and Adjustments:** Merchants and others who honor the Card may give credit for returns or adjustments and will credit that amount to the Checking account. The Credit Union cannot honor stop payment requests on Card withdrawals.
  10. **Additional Charges for Transaction in Foreign Currency and Cross Border Transactions. Currency Conversion Fee:** If you effect or authorize a transaction with our access device in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard, as applicable. The exchange rate MasterCard uses will be the rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the day of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of .20% will be applied to transactions that are converted from foreign currencies to US dollars. **Cross-Border Transaction Fee:** In addition, MasterCard charges us a Cross-Border Assessment of .90% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this section, "cross-border transactions" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transaction initiated in the United States but which are ultimately settled in a country outside of the United States. MasterCard's processing rules are incorporated herein, as amended from time to time. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
  11. **Use of Card Outside of the United States:** Please notify us at (248)322-9800 x1265 if you will be traveling with your Debit MasterCard outside of the United States. Access outside of the United States may have more limitations than domestic transactions.
  12. **Risk Mitigation:** In response to a Security Concern, a potential block may be placed on any transactions.
  13. **Cancellation:** The Card is the property of the Credit Union and you agree to immediately surrender the Card to the Credit Union upon its request. You shall have the right to cancel the Card and PIN at any time upon giving the Credit Union written notice and by returning the Card to the Credit Union.
  14. **Effect of Agreement:** The Account Agreement as expanded by this Agreement, is the contract which solely applies to transactions involving the Card, even though different terms may be contained on the sales, cash withdrawal, credit voucher or other slips you sign or receive when using the Card, the account number on the Card, the PIN, or any combination of the three. The Credit Union may amend this Agreement from time to time by providing you written notice as required by law. Your use of the Card or account number on the Card thereafter will indicate agreement to the amendments.
  15. **Disclosure Information:** You acknowledge receipt of a copy of this Agreement and a copy of the notice of terms and conditions pursuant to the Electronic Funds Transfer Act. Your liability for unauthorized transactions and the Credit Union's limitations on liability are set forth in this notice.

## **ATM and Electronic Funds Transfer Disclosure**

### **TYPES OF ELECTRONIC FUNDS TRANSFER**

1. **Automatic Teller Machine (ATM):** If you have received a Debit MasterCard and Personal Identification Number, you may use your Card at any of our terminals for the following transactions::
  - Withdraw cash from your checking or savings account
  - Make deposits to your checking or savings account; Deposit capabilities are not permitted on Opportunity Checking accounts.
  - Obtain checking and/or savings account balance information
  - Pay for purchases with your Debit MasterCard at places that are authorized to accept MasterCard. These transactions will be deducted from your checking account balance.
 Some of the services may not be available at all terminals. Please refer to our Funds Availability Disclosure for information on our policy of holding deposits made at ATMs.

2. **Direct Deposits and Pre-authorized Withdrawals:** We are capable of :
  - Accepting certain direct deposits to your checking and savings account
  - Paying certain recurring bills from your checking account
  
3. **Point-of-Sale Transactions:**

You may use your Debit MasterCard at participating NYCE and Maestro merchants for the following transactions:

  - Purchase of retail goods or services
  - Cash withdrawals in conjunction with a purchase of retail good and services.

Point-of-Sale transactions will access your checking account plus any established overdraft accounts, such as a Personal Line of Credit. If the combined available balance of your accounts is sufficient to cover the transaction, the transaction will be authorized. If, for any reason, the Point-of-Sale terminals are “off-line” your access to funds will be reduced for ATM and Point of Sale transactions..
  
4. **Mobile Banking:** You may access your account via your mobile device or tablet through the Genisys Mobile Banking application 24 hours a day. Through Mobile Banking you can transfer funds between qualifying accounts, view balances, and obtain account information.
  
5. **Online Banking:** You may access your account via personal computer with internet access 24 hours a day at [www.genisyscu.org](http://www.genisyscu.org). The types of electronic fund transfers available through Online Banking include: transfer of funds between your checking and savings accounts; payment from your checking or savings to a loan account with the Credit Union; transfer of funds to another member account with the Credit Union.
  
6. **Telephone Banking:** You may access your account by telephone 24 hours a day within the 248 area code at (248)332-8550 or outside the 248 area code at (888)233-2339. Through our Telephone banking system you can transfer funds between qualifying accounts, make balance inquiries and obtain account information.
  
7. **Online Bill Pay:** Online Bill pay service is available to you through our Online Banking and Mobile Banking services. This service allows you to pay bills from your designated checking account.
  
8. **Electronic Check Conversion:** 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 or bills.

#### **LIMITATIONS ON TRANSFERS**

The maximum disbursed for each withdrawal at a Genisys Credit Union owned terminal is \$500. Different limits may apply at machines not owned by the Credit Union.

Transfers from any Money Market account to another account or to a third party by pre-authorized automatic or telephone transfers are limited to six per month with no more than six by check or similar order to a third party. Transactions done in person at a branch are excluded from this count.

**SERVICE CHARGES:** For transactions made at ATMs terminals not owned by Genisys Credit Union there are six transactions permitted per month for free. Any transaction in excess of 6 will be assessed a fee of \$1.25 per transaction. A transfer is counted as a deposit **and** a withdrawal when counting your transactions. Balance inquiries are also considered a transaction.

Mobile, Online, and Telephone Banking can be used for transfers and balance inquiries at no cost.

A \$28.00 fee will be imposed for withdrawals or pre-authorized transactions if the funds are not available.

**Notice regarding ATM fees by others:** If you use an ATM that is not operated by Genisys Credit Union, you may be charged a fee by the operator of the machine and/or by the automated transfer network.

**BUSINESS DAYS:** For purposes of this disclosure, a Business Day is defined as Monday through Friday, except holidays.

#### **RIGHT TO DOCUMENTATION**

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

**Automatic or Direct Deposit:** If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, you can check the Genisys Mobile Banking application, view history via Online Banking at [genisyscu.org](http://genisyscu.org) or call our Telephone Banking at (248)332-8550, if local, or at (888)233-2339 if outside the 248 area code to find out whether or not the deposit has been made.

**Periodic Statements:** You will receive a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**Use of Receipts:** According to Michigan law, your ATM receipt and periodic statement are admissible as evidence of the payment, deposit or other transaction they represent in any action in a court of law.

### **LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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 the ATM terminal where you are making the transfer does not have enough cash.
- If the ATM terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If you do not correctly fill out the deposit or payment form.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated elsewhere in these Terms and Conditions governing your specific type of account.

### **REVERSAL OF TRANSACTION**

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

1. 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.
2. The amount of the transfer is \$50.00 or more.
3. Within four (4) calendar days following the transaction, we receive from you during normal business hours a written or oral request for the reversal and you verify the reversal order, notice and assurance in writing within fourteen (14) days following the oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we will reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

### **LOST CARD NOTIFICATION**

If you believe the Card, the account number, the PIN or any combination of the three has been lost or stolen, or that someone has transferred or may transfer money from your checking account or other accounts without your permission, you agree to immediately call the Electronic Services Department at (248)322-9800 extension 1265 or write at: P.O. Box 436034, Pontiac, MI 48343-6034.

To notify us after business hours for Debit MasterCard only, please call (888)241-2510 within the U.S. or (909)941-1398 outside the U.S.

### **UNAUTHORIZED TRANSFERS**

**Liability Disclosure:** Tell us AT ONCE if you believe your card or Personal Identification Number (PIN) has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account, plus your maximum overdraft line-of-credit.

You will not be liable for the unauthorized use of your Debit MasterCard, when used for point-of-sale or ATM transactions if you tell us within a reasonable time, generally two business days and:

- You have exercised reasonable care in safeguarding the card from risk of loss or theft; and
- Upon becoming aware of the loss or theft, promptly notify us

If any of these conditions have not been met, your liability for unauthorized use of your Debit MasterCard when used for point-of-sale or ATM transactions will be the lesser of \$500 or the amount of money, property, labor, or services obtained by the unauthorized use before your notification to us.

If you do **NOT** tell us within two business days after you learn of the theft or loss of your Card or Personal Identification Number, 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.

“Unauthorized use” means the use of your Debit Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

Also, if your statement shows transfers that 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 hospital stay) kept you from telling us, we will extend the time periods.

## INFORMATION CONCERNING ELECTRONIC FUNDS TRANSFERS

### STOP PAYMENT OF PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop these payments. Here's how:

Call us at (248)322-9800 ext. 5 or write us at P.O. Box 436034, Pontiac, MI 48343-6034 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we will also require that you put your request in writing and get it to us within 14 days after you call. We will charge \$28 for each stop payment order requested.

**Notice of varying amounts:** If these regular payments 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 that you set.)

**Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

The disclosures in this section are provided in compliance with federal and state law.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your right and obligations with respect to such payments shall be construed in accordance with and governed by the law of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

The entry may be transmitted through the ACH.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfer 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 a government agency or court order or;
4. To verify the information regarding improper or unauthorized use of your account or;
5. If you give us your written permission or;
6. As explained in our separate Privacy Disclosure

## ERROR RESOLUTION

In case of errors or questions about your electronic transfers call or write us at the telephone number or address provided below 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 the statement of receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number
- 2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we require that 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.

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.

Genisys Credit Union  
P.O. Box 436034  
Pontiac, MI 48343-6034

Business Days: Monday through Friday excluding Federal Holidays

Local Phone: (248)322-9800 ext. 5

Outside 248 area code: (800)521-8440 ext. 5

**Regulatory Authority:** These disclosures are required by the state and federal laws governing Electronic Fund Transfers. If you have a question about your rights under these laws or you believe that your legal rights have been violated, you may contact the following agency: State of Michigan, Department of Insurance and Financial Services, P.O. Box 30220, Lansing, MI 48909-7720.