

tion of your account for a third party such as a credit bureau or merchant. (4) In order to comply with government agency or court orders. (5) If you give us your written permission. (6) As permitted by applicable federal or state law.

TERMINATING THIS AGREEMENT. You may terminate this agreement either by closing your designated accounts or by notifying us in writing and no longer using your card or PIN at any ATM or, if applicable, at any participating merchant or financial institution. If more than one person is authorized to use ATM services on your designated accounts or debit card services on your designated checking account, or if another person has your ATM card (or Debit Card) and PIN, we cannot stop that person from making transactions on your account(s) without terminating your ATM services or debit card services. You agree to allow us 24 hours to terminate ATM services or debit card services after you give us notice. You remain responsible for all ATM and debit card transactions during this time. We can also terminate this agreement or any part of it at any time for any reason and without notice. Also, if you do not use your card and PIN for a year, we may terminate your ATM and/or debit card privileges for that reason.

CHANGE OF TERMS. We can change the terms of this agreement anytime. If the change restricts, limits, or reduces your rights under this agreement, we will give you 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 changes first and then let you know no later than 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 for your account.

COLLECTION EXPENSES. If we file a lawsuit to collect money which is due to us because of your ATM or debit card transactions, you agree to pay our reasonable expenses, including attorney's fees consisting of the greater of 25% of the amount owed or \$350.

APPLICABLE LAW. This agreement is governed by New Jersey Law. If any terms of this agreement cannot be legally enforced, the agreement is to be considered changed to the extent necessary to comply with the law.

IN CASE OF ERRORS OR QUESTIONS ABOUT ATM OR DEBIT CARD TRANSACTIONS. If you think your statement or ATM acknowledgment or Debit Card debit receipt or other debit transaction receipt is wrong, or you need more information about a transaction listed on the statement or ATM acknowledgment or Debit Card receipt, telephone or write to us as soon as you can at the number or address listed below. In any case, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us: (1) Tell us your name, your card number, and the account number of the designated account. (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 give us this information orally, we may require that you follow up by sending us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we first hear from you. If during that period we find we have made an error, we will correct it promptly. If we need more time, we may take up to 45 calendar days to investigate your complaint or questions. If we decide to do this, we will re-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 you make your inquiry orally and we asked you to put your complaint or question in writing, it must be in our hands within 10 business days or we may not re-credit your account. If we find from our investigation that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. NOTE: If you notify us of an error involving an ATM transaction or Debit Card merchant transaction that was not initiated in the United States, the District of Columbia, Puerto Rico, or a political subdivision of any of the above, the time period for us to investigate shall be 20 business days in place of 10 business days and 90 calendar days in place of the 45 calendar days.

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NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information. Compare your records with the account statements you receive.

Don't lend your ATM card or Debit Card to anyone.

Remember, do not leave your card at the ATM. Do not leave any documents at the night deposit facility.

Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card or Debit Card as though it were cash. Don't tell anyone your PIN.

Don't give anyone information regarding your ATM card or Debit Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

Prevent others from seeing you enter your PIN by using your body to shield their view.

If you lose your ATM card or Debit Card or it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

We want the ATM or night deposit facility to be safe and convenient for you.

Therefore, please tell us if you know of any problems with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

If you have complaints concerning ATM security please contact the New Department of Banking (Banking Complaints) at 609-984-2777 Ext. 50228.



AUTOMATED TELLER MACHINE (ATM) AND DEBIT CARD SERVICES AGREEMENT AND DISCLOSURE

This agreement and disclosure governs your use of Healthcare Employees Federal Credit Union's Automated Teller Machine (ATM) and debit card services. The words WE, OUR, and US refer to the credit union. The words YOU and YOUR refer to you, all authorized users of the card or cards which may access your ATM and debit card account at the credit union, and all other owners of the accounts on which ATM or debit card services will be made available. ATM and debit card services are not available to business customers. You will be bound by this agreement, as it may be amended, from the time you apply for an ATM and/or debit card or from the first time you or anyone you authorize uses our ATM or debit card services, which ever occurs first. ATM and debit card services are related to deposit accounts and are also governed by terms and conditions in our **Disclosure of Account Terms** brochure.

ATM SERVICES

YOUR ATM CARD AND PIN. You have selected your PIN at the time of application. You will not be able to change your PIN. You need both the card and PIN to make ATM transactions. Anyone who has the card and PIN can use an ATM to make transactions for which you may be liable, so you should guard the secrecy of your PIN. We suggest that you memorize it. You agree not to write it on your card and not to keep it in any place where it may be found with your card. **If you do not remember your PIN, we can obtain it at your request from STAR for a \$5.00 fee, and mail it to you within 10 business days.**

USING ATM SERVICES. Your card and PIN may be used for ATM transactions on any of your accounts which you designate for ATM use ("designated account"). You may use your card at any ATM displaying the logos that appear on your card, including ATMs that the credit union does not own and operate ("foreign ATMs"). During the hours that an ATM is accessible, you may use your card and PIN for the following purposes, subject to the ATM's operational limitations, and to the extent allowed by law and this agreement: (1) At any ATM to obtain a **cash withdrawal** from a designated account. (2) At Bank ATMs to make a **deposit** to any designated account. (3) At any ATM to **transfer funds** between your designated accounts. (4) At any ATM to **check the available balance in your designated accounts.** In addition to the ATM services described herein, you may use your card and PIN at point-of-sale terminals operated by participating merchants to access the funds in your account(s) to pay for goods or services ("debit card services"). Those debit card services are described below. **LIMITS ON ATM TRANSACTIONS.** To complete an ATM withdrawal or transfer, you must have enough available and collected funds in your account to cover the transaction. During each business day, your ATM card and PIN are subject to a withdrawal limit of \$500 in cash or purchases, including transaction fees. You may not use your card and PIN in an ATM 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 or from an account that is not designated. We are not required to complete any of the transactions described above, but if we do, you agree to pay us the excess of the improperly withdrawn or transferred amount immediately upon request. We may also limit or refuse to complete your ATM transactions for security reasons.

LIMITATIONS ON OUR RESPONSIBILITIES TO YOU. If you properly instruct us to perform an ATM transaction involving a designated account and we do not complete it correctly or in timely manner, and we have agreed to perform it, with certain exceptions we will be liable 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 available and 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 ATM you are using does not have enough cash. (4) If the ATM 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 transfer despite reasonable precautions which we have taken. (6) If your 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 our ATM services 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 designated, or from which no transfers are permitted at that time by law. (10) If either you or we have terminated this agreement.

DEBIT CARD SERVICES.

DEBIT CARD SERVICES. In addition to ATM services, your card and PIN may be used at point-of-sale terminals operated by participating merchants to pay for goods and services (“debit card services” or “debit card transactions”). In general, such merchants will display the logos that appear on your card. When you use your card at a participating merchant for a debit card transaction, you will usually be required to enter your PIN in the merchant’s keypad. In some cases, the merchant may request that you sign a sales draft. The amount of each debit card transaction will be deducted from the funds in your designated checking account (as reflected in our records). You will receive a receipt for the transaction from the merchant.

DEBIT CARD. If you have been issued a Debit Card bearing the Visa logo and hologram, then your Debit Card can be used as your ATM card, together with your PIN, and all of the terms and conditions in this agreement regarding ATM and debit card transactions will apply to your use of the Debit Card. In addition to point-of-sale terminal transactions, your Debit Card can also be used in other types of debit card transactions. Your Debit Card can be used instead of a check to purchase goods and services at any merchant who accepts Visa cards, and to obtain cash up to your available balance at financial institutions that participate in the Visa system, subject to any limits imposed by that institution (“Visa debit card transactions”). You will never have to use your PIN in connection with Visa debit card transactions. Every time you use your Debit Card at a participating Visa merchant or financial institution, the amount of the Visa debit card transaction will be deducted from the checking account designated for your Debit Card in our records (“designated checking account”). Funds in any account other than the designated checking account will not be accessed in connection with Visa debit card services. However, when you use your Debit Card at an ATM, then your card may access other accounts that you have with us if you have requested that service. Your Debit Card is not a credit card and it does not replace or affect any Visa account agreement you may have. Unless specifically indicated otherwise, all references to “debit card transactions” in this agreement refer to both Visa and non-Visa debit card transactions.

LIMITS ON DEBIT CARD TRANSACTIONS. During each business day, your Visa and non-Visa debit card transactions are limited to \$1,000 in cash or purchases, including transaction fees, or the amount of available and collected funds in your checking account, whichever is less. To complete a debit card transaction, you must have enough available and collected funds to cover the transaction in your designated checking account. You may not place a stop payment order on a debit card transaction. You may not use a Debit Card to enter into any preauthorized payment agreements with Visa merchants. Once you use your card in connection with a non-Visa debit card transaction, in most cases, the funds are immediately debited from your account balance. In the event of a delay in processing, you agree that we deduct the amount of debit card transactions at a later time. Once you have used your card in conjunction with a Visa debit card transaction, we have the right to place a hold on the funds in your designated checking account until the transaction is posted against your account.

You agree not to use the funds related to Visa debit card transactions that have not yet posted, such as by writing checks or withdrawing funds through an ATM. You agree that if your debit card transactions overdraw the balance in your account and you do not have enough available credit to cover the overdraft, then you will be liable for the amount of the overdrafts and the overdraft charges as stated in the Disclosure of Account Terms brochure and set forth in our service charge schedule. You will be liable for overdrafts even if we authorized a debit card transaction at a time when you did not have the available funds in your checking account to cover the transaction. Use of your card to access a savings account for a debit card transaction is not allowed unless this option is provided by the merchant. We may also limit or refuse to complete your debit card transaction for security reasons.

LIMITATIONS ON OUR RESPONSIBILITIES TO YOU. If we make mistakes in the way we process the Visa and other debit card transactions affecting your designated checking account or other accounts, we will, with certain exceptions, be liable for your losses and damages. There may be times when a merchant or participating institution does not receive authorization to accept a Visa or debit card transaction and declines the transaction. We will not authorize the transaction if the amount of available and collected funds in your designated checking account is less than the amount of the transaction, or if your use of the checking account is restricted because of a legal proceeding. There may also be times when a transaction is not authorized even though there are sufficient available funds in your account. This may happen because of a temporary inability to verify the amount of funds on deposit or because of security considerations. You agree that we will not be liable for any damages resulting from a failure or refusal for any reason to authorize a Visa or other debit card transaction that you have attempted, and that we will not be responsible or liable for a participating merchant’s or institution’s refusal to accept the card we issued you. In some cases, a Visa merchant may also participate in another debit card program that may be accessed with your card. In that case, if you wish for the transaction to be completed as a Visa debit card transaction, then you must request that from the merchant. You agree that the credit union is not responsible for whether the merchant completes the transaction as a Visa or a non-Visa debit card transaction.

TRANSACTION DOCUMENTATION AND RETURN POLICY. When you use your Debit Card for a Visa debit card transaction, you will receive and sign a printed sales draft or receipt describing the transaction (“debit receipt”). By signing the debit receipt in connection with a merchant transaction, you accept the goods or services and agree to the merchant’s return policy. When you use your Debit Card for a Visa debit card transaction, you do not have the right to assert a claim against us if you have a problem with the quality of the goods or services, even if the merchant is unwilling to resolve the dispute. For non-Visa debit card transactions, you will receive a printed acknowledgment of the transaction and the amount shown on the acknowledgment will be immediately charged to your designated checking account, and you will usually not be asked to sign a sales receipt. Non-Visa debit card transactions are not subject to Visa chargeback procedures.

CREDIT INFORMATION. You agree that while you maintain your Debit Card account for debit card services with us that we may, one or more times, obtain credit information about you from a credit bureau or other sources.

ADDITIONAL PROVISIONS REGARDING ATM AND DEBIT CARD SERVICES. ACKNOWLEDGMENTS AND FUNDS AVAILABILITY.

When you use an ATM, you will receive a printed acknowledgment of the transaction. For a withdrawal or a transfer, the amount shown on the acknowledgment will be immediately charged to your designated account. For deposits, the amount shown on your acknowledgment is indicated as deposited, however any deposits, including cash, made through an ATM machine will have a 5 (five) to 11 (eleven) business day hold. Hold will be determined by the credit union depending on several factors including, but not limited to, length of membership and amount of deposit.

CHARGES FOR ATM AND DEBIT CARD SERVICES. Charges for ATM transactions are disclosed on the “Disclosure of Account Terms” brochure which was provided to you separately. You will not be charged a transaction fee in connection with Visa debit card transactions with direct deposit nor will you be charged a fee in connection with cash withdrawals at participating Visa financial institutions. You may be charged a transaction fee when using your PIN at a participating merchant point-of-sale terminal to pay for goods or services. Your designated checking account for Visa debit card transactions will still be subject to any minimum balance, transaction requirements, and service charges that you have agreed to, and your use of the Debit Card may affect those requirements and charges.

NOTICE REGARDING ATM FEES BY OTHERS. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

RESPONSIBILITY FOR TRANSACTIONS. You are responsible for all ATM and debit card transactions made by you or anyone else who uses your card and, if applicable, your PIN with your knowledge or consent. You are also responsible for any unauthorized use of your card and, if applicable, PIN to the full extent allowed by federal and state law. In addition, any other person who uses your card and PIN is responsible for all transactions he/she makes and for all transactions made by others with his/her permission. This does not limit your own responsibility.

PERIODIC STATEMENTS. If you have a share savings account, then, in addition to your quarterly statement, you will receive a statement for any month during which an ATM transaction occurred involving that account. For other accounts, you will receive your regular periodic statements. All statements will reflect any ATM or debit card transactions during the statement period and identify the ATM location, or the merchant’s or institution’s name and location.

REPORTING UNAUTHORIZED USE. If you believe your card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the **Credit Union at (800) 624-3312 or STAR at (800) 523-4175.** Telephoning is the best way of keeping your possible losses down. You could lose all the money in your designated account(s). If your card and/or PIN has been lost or stolen, you have zero (\$0) liability for Visa debit card transactions. The only transactions not covered by Visa’s Zero Liability policy are commercial, ATM or PIN-based transactions not processed by Visa. If your card and/or PIN has been lost or stolen, and you tell us within two business days after you FIRST suspect the loss or theft, you can lose no more than \$50 for commercial, ATM or PIN-based transactions not processed by Visa. If you do not tell us within two 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 \$500 for commercial, ATM or PIN-based transactions not processed by Visa. If your statement shows transfers that you did not make, tell us at once. Should you 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 had you 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 those time periods. If you believe that your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without permission, call us or write us at the telephone number or address listed below.

BUSINESS DAYS. Our business days are Monday through Friday, excluding Holidays.

DISCLOSURE OF INFORMATION ABOUT YOUR ATM AND DEBIT CARD TRANSACTIONS. In the ordinary course of business, we may disclose information to third parties about your accounts on your ATM or debit card transactions: (1) Where it is necessary for completing ATM or debit card transactions or resolving errors involving ATM or debit card transactions. (2) In order to authorize and process debit card transactions. (3) In order to verify the existence and condi-