

## ATM/DEBIT CARD AGREEMENT AND DISCLOSURE

In this Disclosure and Agreement the terms “you and your” refer to holders and any authorized users of a KEMBA Peoria Credit Union ATM/Debit card issued by KEMBA Peoria Credit Union.

- The terms “we”, “us”, “our”, Credit Union, and KEMBA refer to KEMBA Peoria Credit Union.
- The term “card” refers to your KEMBA Peoria Credit Union MasterMoney™ ATM/Debit card.

**ELIGIBILITY REQUIREMENTS** - To be eligible to apply for an ATM/Debit Card you must:

- Establish a Share Draft Account
- Be at least eighteen (18) years of age. If under 18, but no younger than 16, an adult (who is a member and will be responsible for ALL ATM/DEBIT transactions) must sign as a joint owner
- Be a member in good standing with the Credit Union
- Joint owners may be issued their own card as long as they are a joint owner on both the primary owner's share and checking accounts.
- Not have a record with ChexSystems, Inc., an account verification service
- Agree to authorize KEMBA to obtain a credit report to verify your satisfactory previous checking account and credit history, and determine your eligibility for this service through a national source of the Credit Union's choice.

**ATM/DEBIT CARD HOLDER AGREEMENT** - ATM/Debit Card Holders Hereby Agree:

- To abide by the rules as established by KEMBA Peoria Credit Union relating to the use of our ATM/Debit Card.
- That KEMBA may follow all instructions given by you for a purchase transaction or for an ATM transaction. **KEMBA will not honor requests to stop payment on debit transactions.**
- That the card is the property of KEMBA and will be surrendered immediately to KEMBA upon request.
- That your PIN is your security. This PIN is known only by you; is confidential and should not be disclosed to third parties or recorded on this card.
- That your use of the Card when you do not have the available funds in your specified account(s) and overdraft credit is unavailable can result in the immediate cancellation of your Card without prior notice. You must immediately deposit funds for any transaction that resulted in a negative balance in your account(s).
- If you make an invalid ATM deposit, such as an empty envelope or a check drawn on the same account you are depositing into, you will be charged a significant invalid ATM Deposit fee and also risk losing ATM privileges and possibly your membership. Please refer to the Schedule of Fees and Charges for the current invalid ATM deposit fee.
- That KEMBA may change the terms and conditions of this disclosure by mailing written notice of the change to your address as it appears on our records. Unless the Credit Union is required to give you advance notice by law, changes are effective on the date changes are mailed. Use of your card after the effective date of the change will acknowledge your acceptance of that change. You agree to notify the Credit Union of any changes in your address.
- That KEMBA may cancel your Card at any time without notice. The Credit Union may give notice of termination but is not obligated to do so. Your card and PIN may not be used after being terminated. You may terminate or cancel your card by giving the Credit Union written notice. Your written notice of termination will become effective no later than the end of the first business day following the Credit Union's receipt of notice. Termination will not affect any liability incurred by you prior to termination.

- Any person who applied for the Card, or signs the card, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.
- If you remove your name from a joint account on which a Card was issued, you are still obligated for any transaction that took place prior to the removal of your name.
- You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.
- The Credit Union has no liability to me if a person or firm to whom I present the card refuses to honor the card or retains the card, even if at such time there were sufficient funds in my account to cover the amount of the transaction I want to make. You should not use a cracked or broken card in an ATM or POS terminal.
- Receipts issued by any ATM or POS terminal are binding on KEMBA only after verification of the transaction by KEMBA. Funds from deposits may not be available for immediate withdrawal. You further agree that KEMBA's verification of deposits will be final.

**UNLAWFUL ACTIVITY AND INTERNET GAMBLING** - You agree not to use any financial service provided by KEMBA, including without limitation any credit card, ATM/Debit card, loan transactions, or share or checking accounts, for any illegal or unlawful purposes. Any illegal or unlawful use of KEMBA financial services by you may, at the option of the Credit Union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You agree to defend, indemnify and hold KEMBA Peoria Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney fees, arising out of, caused by, or related to your unlawful or illegal use of KEMBA financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a KEMBA financial service, including an ATM/Debit card, VISA or MasterCard, display of a VISA or MasterCard, or other payment logo by an online merchant does not mean that Internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of KEMBA financial services by you may also result in the suspension or termination of your KEMBA membership.

**PURCHASES WITHOUT USING A PIN** - Your MasterMoney™ Debit Card is imprinted with a MasterCard logo, allowing you to make purchases just as you would with a MasterCard Credit Card. No PIN is required to complete the transaction, but in most instances a signature is required. At the time of the transaction, an inquiry of your checking balance is made. If sufficient funds are available in your account, the purchase will be approved. However, the money is not immediately removed from your account. One or more days later and possibly up to 30 days later, a settlement transaction is received by the Credit Union from MasterCard. This transaction will reduce your checking balance by the amount of your transaction.

**CARDHOLDER LIABILITY** - This card provides you with all of the features of an ATM card, and in addition, allows you to make electronic purchases directly from your KEMBA checking account. If you do not have funds in the checking account to cover the transaction amount, we will then access sufficient funds, if available, from your share account.

The MasterMoney™ ATM/Debit card is **NOT** a credit card. For your convenience, you may also access your account for cash worldwide at any machines displaying any of the symbols pictured on the reverse side of your card.

You remain liable for the full amount of any MasterCard purchases made with your debit card regardless of when the settlement portion of the transaction is processed. If the Credit Union has to transfer funds from a share account to settle a transaction, a share transfer fee will be charged. If the account is held jointly, use of the singular implies the plural. If sufficient funds are no longer available when the settlement transaction attempts to post, the

transaction will overdraft and you will be charged a Non Sufficient Funds (NSF) fee, and your account will be reduced by the transaction amount, even if it results in a negative balance. In the event of repeated overdrafts, we may terminate all of the above services.

**COLLECTION EXPENSE** - If we are forced to take collection action, you agree to pay all reasonable expenses incurred by the Credit Union, including, but not limited to, outside collection agency fees, attorneys' fees, and court costs.

**AGREEMENT AUTHORITY** - Both you and KEMBA will be bound by this Agreement. If there is a conflict between the Agreement and something said by the Credit Union's employees, you agree that this Agreement governs. This Agreement is governed by federal law.

**ACKNOWLEDGEMENT** - You acknowledge receipt of a copy of this Agreement by signing the Agreement governing this disclosure or by your use of any card accompanied by this Agreement.

**ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE** This Agreement defines your responsibilities and the Credit Union's responsibilities with respect to electronic funds transactions performed through ATMs and POS terminals. It is understood that this Agreement and rules and regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement. By activating and using the card(s), I agree to be bound by the terms and conditions of this agreement.

KEMBA Peoria Credit Union makes available to members various “electronic fund transfer” services, made possible by our electronic data processing system. Some of these transfers are made by the use of plastic ATM/Debit or credit cards that we issue. Other transfers are made by use of a check converted into an electronic debit or through KEMBA ON LINE, our 24 Hour on line banking program by the use of a personal computer and modem.

ATM/Debit cards may be used, together with a PIN in various ATM networks to make “electronic fund transfer” to, from or between one or more of your Credit Union accounts. We issue different plastic cards that can be used in this manner, including MasterMoney™ ATM/Debit cards and VISA credit cards. Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

The Credit Union issues you a KEMBA on Line access code, which you can use with a computer and modem to make electronic fund transfers to, from or between one or more accounts in the Credit Union following the rules and procedures of our KEMBA on Line program.

You agree that you will keep your PINS and access codes secret.

**THE FOLLOWING SECTIONS RELATE TO ALL “ELECTRONIC FUND TRANSFERS” AFFECTING YOUR CREDIT UNION ACCOUNT(S), WHETHER MADE BY USE OF AN ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OR OUR KEMBA ON LINE PROGRAM OR OTHERWISE.**

### ATM/DEBIT TRANSFERS, DOLLAR LIMITATIONS, AND CHARGES

You may use your ATM/Debit Card and PIN for the following transactions relating to your account(s):

- Make a deposit into your share savings or share draft account at any ATM displaying the NYCE or PULSE symbols.
- Get cash withdrawals from share draft or share savings account
  - The dollar limitation will be determined at the time your account is opened.
  - There is a charge of \$1.00 per withdrawal at ATM's in excess of ten per month.
- Transfer funds from share savings to share draft account
- Transfer funds from share draft to share savings account
- Check your balance on your share savings or share draft account
  - There is a charge of \$1.00 for each inquiry in excess of ten per month.

### MASTERMONEY™ DEBIT CARD POINT OF SALE TRANSACTIONS

You may access your share draft account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or at any merchant that honors MasterCard debit card transactions.

### MASTERMONEY™ CARD TRANSACTIONS – DOLLAR LIMITATIONS

The daily dollar limitations on your ATM/Debit card transactions will be determined at the time your account is opened.

**FOREIGN TRANSACTIONS** – Purchases made in foreign countries or foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the governmental mandated rate or a wholesale currency market rate determined by MasterCard for the processing cycle in which the transaction is processed.

In addition to the conversion rate selected by MasterCard, a separate MasterCard International Service Assessment Fee of 1% is charged to the Credit Union and will also appear on your statement.

The currency conversion rate used by MasterCard on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement processing date. The Credit Union has no control over the conversion rate.

**ATM OPERATOR/NETWORK FEES** - When you use an ATM, the ATM operator or network may charge you a fee (and you may be charged a fee for a balance inquiry even if you do not complete the fund transfer).

**DOCUMENTATION OF TRANSACTIONS** - You will receive a monthly account statement. You will get a receipt at the time you make any transaction to or from your account(s) using either an ATM or POS facility.

**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 you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions not stated here.

**CONFIDENTIALITY** - We shall disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in our privacy disclosure

**LIABILITY FOR UNAUTHORIZED USE OF CARD** - You are responsible for all transactions you authorize using your ATM/Debit card. If you permit other persons to use your ATM/Debit card, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your ATM/Debit card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could loose all the money in your account (plus your maximum overdraft limit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without permission.

**The Credit Union maintains NO record of your PIN.** If you recover your card and/or PIN after having notified the Credit Union, you must not use the card and/or PIN.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN 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, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was made available 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.

You are also obligated to repay any charges resulting from the use of the card by another person with your express or implied permission whether or not the person stays within the limits of use set by you. **KEMBA will not be liable for withdrawals made by family members.**

**UNAUTHORIZED TRANSFERS** – If you believe your card and/or PIN has been lost or stolen or if you believe a transfer has been made using the information from your check without your permission, call us or write us at the address listed in this brochure.

**ERROR RESOLUTION** – In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 or receipt. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was made available to you.

1. Tell us your name and account number (if any).
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 tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error has 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 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question error. You will have the use of the money during the time it takes us to complete our investigation. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within 3 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 and we will furnish them to you. We may, in such case, require payment of a nominal charge for such copies.

**BUSINESS DAYS** – Our regular business days for posting transactions are Monday through Friday, excluding Federal Holidays.

**HOW TO CONTACT Us** – Call (309)693-6000 or 1-800-927-6003 from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. You may write to us at the address below:

**KEMBA Peoria Credit Union**  
2318 W Willow Knolls Dr  
Peoria IL 61614

#### FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all deposit accounts.

Our policy is to make funds from your deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 1:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you made a deposit at an ATM after 1:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of the funds that are already in your account. Those funds will be available at the time the funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the sixth business day after the day of your deposit. However, the first \$100 of your deposit will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as the failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

#### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

1. As with all financial institutions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.
2. 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.
3. 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.
4. Compare your records with the account statements or account histories that you receive.
5. Don't lend your ATM card to anyone.
6. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. 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.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. If you lose your ATM 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.
10. 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 lighted. 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.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. 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.
13. 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.
14. 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.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem 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.



## KEMBA Peoria Credit Union MASTERMONEY™ ATM/DEBIT CARD

**A Check Card that will  
simplify your busy lifestyle**



[www.kembapeoria.com](http://www.kembapeoria.com)