



**Heart O' Texas Federal Credit Union
MasterCard Debit Card Agreement and Disclosure**

_____	_____	_____	_____	_____
Emp. Initials	Account No.	Card Number		Date

Applicant (Print name as it should appear on card)		Email Address	
Social Security Number	Date of Birth	Mother's Maiden Name	
Address	City	State	Zip
Home Phone	Cell Phone	Business Phone	

In this agreement the terms "We" or "us" mean the Heart O' Texas Federal Credit Union or anyone authorized by or contracting with the Credit Union to provide the card services made available pursuant to this Agreement, or anyone to whom the Credit Union assigns its rights. The term "You" means the person requesting this card, and any other party with the current right to request withdrawals from the account being accessed, or anyone authorized by you to use the Card. "Card" means the MasterCard Debit Card. The term "Account" means your share draft (checking) account, or in the event of an overdraft, any other account in the Credit Union in which you have the current right to request withdrawals or that we have the right of offset against. The term "Day" means 2:00 p.m. the current day to 1:59 p.m. the following day.

By signing the Application, the back of the Card, a sales invoice or receipt, or by using the Card or its Account number with or without your personal identification number (PIN), you acknowledge and confirm that you have requested the Card be activated including renewal cards or replacement of an existing Card.

For security reasons, there are limitations on the dollar amounts and number of transactions. Cash withdrawals at an ATM machine are limited to \$500.00 per day but only if there are sufficient funds in your account. Retail purchases, including point-of-sale transactions are limited to \$1,000.00 outstanding at any time if there are sufficient funds in your account.

You may use your Debit Card at automated teller machines (ATM) and MasterCard merchants throughout the country for cash withdrawals with card and PIN, transfer of funds between checking and savings, and obtaining account balances. However, some of these functions may not be available at all terminals. You may also use it for retail purchases at MasterCard merchants.

A \$10.00 fee will apply on cards reissued due to negligence on your part. A monthly service fee will be charged to your Account at the first of each month. The credit union will give you 30 days notice of any change to your account including a change in fees. A card transaction is treated the same as any other withdrawal, unless otherwise stated in the account description. For other charges related to your specific account, please refer to a current Truth in Savings-Deposit Account Disclosure given to you at your account opening.

When you use an ATM not owned by us, 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 funds transfer). Other fees may apply from the financial institution which owns the ATM.

Purchases made in foreign countries using foreign currencies will be billed to you in US dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by MasterCard. Due to security concerns, we reserve the right to block debit card transactions in certain countries without prior notice. When traveling outside the United States, it is always wise to take alternate forms of payment.

If we do not complete a transfer 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 when we will not be liable. As examples:

*If through no fault of ours, you do not have enough money in your Account to make the transfer.

- *If the transfer would go over the credit limit on your overdraft line of credit (if one has been set up).
- *If the automated teller machine (ATM) where you are making a withdrawal does not have enough cash.
- *If you used the wrong PIN, or you used an ATM/POS (point-of-sale) in an incorrect manner.
- *If your card has been revoked due to excessive insufficient fund transactions, notice from you of suspected fraud, or other such circumstances.
- *If the terminal or system was not working properly & you knew about the breakdown when you started the transfer.
- *If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

Each time you use your Card, your Account balance and available funds will be affected. We may, at our discretion, return any check or other item drawn on your Account to ensure there are sufficient funds to cover a Card transaction. If there are insufficient funds in your Account to cover a transaction, the difference may be transferred from other accounts, or if you have overdraft line of credit, an advance may be made under the terms of that Agreement to cover the transaction if a sufficient amount is within your available credit limit. We are not obligated to pay out any funds if the balance in your Account is insufficient and there are no other accounts with sufficient funds that you have directed us to withdraw from or an overdraft line of credit. If we have to pay out such funds because of the way a transaction is processed, you agree to pay the deficiency on demand or immediately following receipt of your monthly statement, whichever occurs first, plus any overdraft charges in effect under the terms and conditions of your Account.

The Card is, at all times, our property. You understand and agree that you should and will keep the Card in a safe place and not write your PIN on the Card or store the PIN with the Card. You agree that you will not disclose your PIN to anyone over the phone or in person, and you will check your account statement for any unauthorized or erroneous transactions promptly upon receipt. You also agree that you will notify us AT ONCE if you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission by calling us at (254) 751-1622 or writing us at Heart O'Texas Federal Credit Union, P. O. Box 11, Waco, Texas, 76703. Our business days are Monday through Thursday, 9:00 a.m. to 5:00 p.m. and Friday 9:00 a.m. to 5:30 p.m. If you need to report a lost or stolen Debit Card after business hours, call 1-800-472-3272. If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. If you have (a) exercised reasonable care with the Card, (b) you have not reported two or more incidents of unauthorized use on your Account within the preceding 12 months, and (c) your Accounts are in good standing and (d) MasterCard International processed the transaction, your liability will not exceed \$50. If you do not meet these conditions and MasterCard International did not process the transaction, your liability will be determined under the standards set forth below for other transactions. Please be advised that any disputes or claims filed will be subject to a fee.

If you tell us within two business days of the discovery of the loss, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT notify us within two business days, and we can prove we could have stopped someone from using your Card or PIN without your permission and had we been properly notified, you could lose as much as \$500 or even unlimited funds. If your statement shows transfers that you did not make, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back your money you lost after 60 days if we can prove that we could have stopped someone from taking the money had We been properly notified in time.

We will disclose information to third parties about your Account or the transfer you make:

- *Where it is necessary for completing transfers, or
- *In order to verify the existence & 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 order, or
- *If you give us your written permission.

You agree that we may change any term or condition of this Agreement. If we do so, we will notify you of the change and its effective date. We may notify you on or with your statement or mail notice of such change to you at your contact address shown on our records. You agree to notify us of any changes in your contact information (such as mailing address, email address or phone numbers). We may terminate this Agreement at any time. If we do so, you agree that the terms and conditions of this Agreement and any related Agreement will continue to govern any transfers or transactions occurring before the termination. You also agree to follow our instructions with regard to the return of or destruction of your Card as well as discontinuing its use.

I have read and understand this agreement, understand it, and have received a copy.

Primary Member Signature _____ Account No. _____ Date _____

Additional Card Users Signatures _____

Credit Union Authorization _____ Copy to member (Date) _____

