B-M S FEDERAL CREDIT UNION <u>MASTERMONEY[®]/DEBIT CARD AGREEMENT & DISCLOSURE</u> <u>STATEMENT</u>

The following is a disclosure statement made in compliance with certain disclosure requirements mandated by the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board.

You must have a B-M S Federal Credit Union Share Draft (checking) account to acquire and use MasterMoney[®]/DEBIT Card.

Use of this account by you or a person authorized by you will constitute your acceptance of the terms of this Agreement and its application to your MasterMoney[®]/DEBIT Card issued by us.

1. Disclosure of Address and Telephone Number to be Notified in Event of Unauthorized Use

If you believe your card has been lost or stolen or that any person has used or may use your MasterMoney[®]/DEBIT Card without your authorization, please contact us immediately at:

Mailing Address:	B-M S Federal Credit Union One Squibb Drive New Brunswick, NJ 08903 Attn: MasterMoney Card Services
Telephone (local):	(732) 227-6708
Telephone (toll-free):	(888) 423-7265

2. Business Day Disclosure

For purposes of these disclosures, our business days are Monday through Friday, 8:00 A.M. to 3:00 P.M., excluding holidays.

3. Cardholder's Liability for Unauthorized Use of MasterMoney®/DEBIT Card

Tell us AT ONCE if you believe your Card has been lost or stolen or may have been used without permission. Telephoning us at (732) 227-6708 or toll-free at (888) 423-7265 is the best way of keeping your losses to a minimum. [After hours: Lost or Stolen 1-800-472-3272; Fraud 1-800-262-2024] If you telephone us, we **require** that you send us written confirmation of your notice to be received by us within ten (10) business days of your phone call.

You could lose all your money in your account(s) if you take no action to notify us of the loss of your Card. If you notify us of the loss, your liability for unauthorized transfers will be as follows:

a. If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Card without your permission.

b. If someone used your Card without your permission, you could lose as much as \$500 if you do NOT contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.

c. Also, if your monthly statement shows transactions that you did not make and you do not contact us within sixty (60) days you could lose as much as \$500 if we can prove that your contacting us would have prevented those losses.

4. Disclosure of Our 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 transaction
- If the ATM where you are making the transaction does not have enough cash
- If the Terminal/System(s) was not working properly, and you knew about the malfunction when you started the transfer
- > If the error was caused by an ATM or POS network malfunction
- If circumstances beyond our control (i.e. fire, power failure or flood) prevent the transaction
- > If the funds in your account are frozen due to a delinquent loan
- > If the money in your account is subject to legal process or other claim

There may be other exceptions stated in our agreement.

5. Types of Permitted/Allowable Transactions and Transaction Limits

You can use your MasterMoney[®]/DEBIT Card at automated teller machines authorized to accept the card, and to pay for retail purchases at any merchant who accepts the MasterMoney[®] Card. These functions may not be available at all terminals or merchants.

- (a) You may use your card to:
 - Withdraw cash from your Share (savings) and Share Draft (checking) accounts
 - Make deposits to your Share and Share Draft accounts
 - Obtain Share and Share Draft account balance
 - Make transfers between Share and Share Draft accounts
 - Pay for purchases (POS) at retail businesses where the MasterMoney[®]/DEBIT Card is accepted
- (b) Transaction Limitations
 - > Up to six (6) ATM transactions within any 24 hour period
 - Up to \$500 for ATM transactions within any 24 hour period when the host is on-line
 - Up to \$200 for ATM transactions within any 24 hour period when the host is off-line
 - > Up to ten (10) Point-of-Sale (POS) transactions within any 24 hour period
 - Up to \$2,500 for POS transactions within any 24 hour period when the host is on-line
 - Up to \$200 for POS transactions within any 24 hour period when the host is off-line

6. Disclosure of Charges

There is no initial fee for your MasterMoney[®]/DEBIT Card; nor is there an annual fee for use of the Card.

No fees will be charged at any ATM terminal owned by B-M S Federal Credit Union.

On machines not owned by B-M S Federal Credit Union, there will be no charge for the first three (3) electronic funds transfers of each month. An electronic funds transfer is defined as a deposit, withdrawal, or transfer. On your fourth ATM electronic funds transfer during that month, along with every subsequent ATM electronic funds transfer during that month, you will be charged \$1.00 for each withdrawal, transfer or inquiry. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

There will be a \$12.00 charge to replace any lost Card. Debit Card Share Transfer \$3.00

******Subject to change without prior notice.

7. Personal Identification Number (PIN)

The Personal Identification Number (PIN) used with MasterMoney[®]/DEBIT Card identifies the user of MasterMoney[®]/DEBIT Card as an individual who is authorized to conduct electronic funds transfers from the account.

Your PIN is confidential. The use of the PIN with MasterMoney[®]/DEBIT Card is a security method by which the Credit Union is helping you to maintain the security of your account(s). Therefore, you agree to take all reasonable precautions to ensure that no one else learns your PIN without your consent and approval.

You will select a secret 4-digit PIN which, when used in connection with the Card, will activate the MasterMoney[®]/DEBIT Card. You should keep your PIN secret and not write it on the card or keep it any place where it may be found with the card. You are responsible for the proper control and use of the Card and PIN.

8. Card Activation

Your MasterMoney[®]/DEBIT Card and PIN will be activated by conducting an ATM transaction or inquiry.

9. Questions and Error Resolution Procedures

In case of errors or questions about your electronic funds transfers, or if you need more information about an electronic funds transfer listed in a statement or on a receipt, telephone us or write to us as soon as possible using the contact information provided in Section 1. You must contact us not later than sixty (60) days after we sent the first statement on which the problem or error appeared.

- (a) Provide us with your name, account number, and daytime telephone number
- (b) Tell us the dollar amount and the date of the electronic funds transfer in question.
- (c) Describe the error or electronic funds transfer you are questioning, and explain why you believe it is an error or why you need more information.

If you submit your question or complaint verbally, it must also be sent to us in writing within ten (10) business days.

We will provide you with the result of our investigation within ten (10) business days after you contact us, and will correct any errors promptly. However, if we need more time, we may take up to forty-five (45) calendar days to continue our investigation. If we do this, we will credit your account for the amount in question. If you do not put your question or complaint in writing or we do not receive it within ten (10) business days, we are not required to credit your account.

If we conclude that no error occurred we will send you a written explanation within three (3) business days after we complete the investigation. Copies of documents used in the investigation may be procured at cost charged for duplicate copies of statements. B-M S

Federal Credit Union will not provide copies of documents or reports used in our investigation, when to do so would violate the privacy rights of other members.

If an error involves an electronic funds transfer initiated in a foreign location, or is a point of sale (POS) debit card transaction, the applicable time periods for action shall be twenty (20) business days in place of (10) business days, and ninety (90) calendar days in place of forty five (45) calendar days.

The credit union reserves the right to charge for reasonable costs and expenses incurred in conducting an investigation when it has been determined that no error has occurred.

10. Disclosure of Account Information to Third Parties

We will not disclose information to third parties about your account or the electronic funds transfers you make unless:

- (a) Where necessary to complete an electronic funds transfer
- (b) To verify the existence and/or condition of your account to a third party, such as a merchant or credit bureau
- (c) To comply with a government agency or court order
- (d) You give us your permission

CARD AGREEMENT

Agreement

The words "we", "our", "us", "issuer", and "Credit Union" mean B-M S Federal Credit Union. The words "you", "your" and "member" refer to the person who signs this agreement.

The word "Card" means all MasterMoney[®]/DEBIT Cards we issue to you.

In this Agreement, any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction requires so.

Use of Card

Use of your MasterMoney[®]/DEBIT Card by you or a person authorized by you constitutes your acceptance of the terms of this agreement.

You agree to always keep your PIN separate from your Card.

The Card is and remains the property of B-M S Federal Credit Union, is not transferable by member, and will be returned to the Credit Union upon its request to terminate your use of the Card at any time and for any reason, or when the member closes his/her account.

Payment of Charges

You agree to pay when due all obligations created by your use of the Card.

If you fail to pay any amount when due, you agree to pay all of the Credit Union's collection costs, including Credit Union attorney's fees.

Verification and Collection

You agree that all deposits and payments are contingent on the Credit Union's verification and collection.

Joint and Several Liability

If you use this Card to gain access to a joint account, each person is liable for all amounts debited or owed.

You are also liable for any other purchases or cash advances made by any other person you permit to use the Card.

Change Of Address

Your monthly statement will show the status of your account, including transactions that occurred during the past month. The member agrees to notify the Credit Union of a change of address in writing, using the address provided in Section 1. All statements will be mailed to the address on file. If an account statement is returned to the Credit Union because of an incorrect address, the Credit Union may discontinue sending statements until notified of the correct address.

Termination

The Credit Union may cancel this Agreement at any time without notice. We have the right to revoke or refuse your MasterMoney[®]/DEBIT Card at any time. You agree and acknowledge upon termination of services to immediately cease using your MasterMoney[®]/DEBIT Card and return the Card to the Credit Union.

Change In Terms

We reserve the right to change the terms of this Agreement. Notice of a change in terms may be sent to you as required by law. If required, we will mail notice of such changes to your address shown on our records.

B-M S FEDERAL CREDIT UNION MASTERMONEY[®]/DEBIT CARD AGREEMENT

Please complete this form and return it to the Credit Union. Each line below must be completed. Retain the MasterMoney[®]/DEBIT Card Agreement & Disclosure Statement for your personal records.

I have read the Agreement and Disclosure for B-M S Federal Credit Union's MasterMoney[®]/DEBIT Card program. I understand and agree to abide by the terms and conditions.

PRIMARY OWNER	JOINT OWNER (If Applicable)
Date	Date
↑ Print Name to Appear on Card	↑ Print Name to Appear on Card
↑ Signature	↑ Signature
↑ Account Number	↑ Social Security Number
Account Number	T Social Security Number
↑ Mother's Maiden Name	
	Joint Date of Birth
↑ Home Telephone Number	
-	Joint Cell Number
↑ Daytime/Work Telephone Number	
↑ Cell phone	
↑ E-Mail Address	
L-Mail Address	
Home Address:	
_City, St, Zip:	
Country (if not USA):	