

## ATM /DEBIT CARD DISCLOSURES

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### CARDHOLDER AGREEMENT

The following is an agreement between you and Oklahoma Community Federal Credit Union (the "Credit Union") covering TransFund Card(s) and Check Card(s), ("Card(s)"). Please read this disclosure carefully because it tells you your rights and obligations for those transactions. You should keep this notice for future reference.

- 1) **CARDHOLDER LIABILITY.** Telephone the Credit Union AT ONCE if you believe your Card(s) has been lost or stolen, then confirm your call with a letter. If you notify us of the lost or stolen card(s) within two business days, your loss is limited to no more than \$50 if someone uses your Card(s) without your permission. If you do NOT notify us within two business days after you learn of the loss or theft of your Card(s), you could lose as much as \$500. Please review your account statements carefully. If they show Card(s) transactions you did not make, notify us at once. If you do not notify us within 60 days after the statement mailing date, you may not be reimbursed for the withdrawal.

**BUSINESS ACCOUNTS** - Reg E does not apply to business. Please review the Business Accounts disclosure/brochure for more information regarding your liability with debit card fraud. **ELECTRONIC FUND TRANSFERS SPECIAL VISA RULES** - Your Visa Check Card is so secure that we have reduced your potential liability for unauthorized transfers accomplished with your card under certain circumstances. The following rules apply only when your Card(s) is used for point-of-sale transactions.

**LIMITS ON LIABILITY** - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card(s), if you report the loss or theft of your Card(s) within 2 business days of when you discover the loss or theft of the Card(s). If you do NOT notify us within 2 business days, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

- 2) **NOTIFICATION PROCEDURES.** If your Card(s) has been lost, stolen or an unauthorized transfer has taken place, call the Credit Union at 405.743.3328 and/or write: Member Services, Oklahoma Community Federal Credit Union, P.O. Box 1357, Stillwater, OK 74076. After regular business hours, please call 888.263.3370 to report a lost or stolen card.
- 3) **BUSINESS DAYS AND HOURS TO REPORT PROBLEMS.** The Credit Union's business days are Monday through Friday 9:00 a.m. to 5:00 p.m. (CST), excluding holidays.
- 4) **TYPES AND LIMITATIONS ON TRANSACTIONS.** For those accounts associated with your Card(s), you may use your Card(s) at Terminals to: (A) Withdraw cash from your deposit accounts; (B) Make deposits to your deposit accounts; (C) Transfer funds between your deposit accounts; (D) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose; and (E) Inquire as to the amount of your available balance. Some of these services may not be available at all Terminals. ("Terminal(s)" refers to those automated teller machines (ATMs) and other electronic terminals in which you may use your Card(s).) You may withdraw a maximum of \$500 or your account balance (whichever is less) from a Terminal, per day, per Card. You may use your Check Card(s) to pay for goods and services at retail locations (point of sale) displaying the Visa symbol. We will charge against your account all purchases and withdrawals made with your Card(s). The use of your Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and /or demand from, your primary checking account. You cannot place a stop payment on any transaction made with your Check Card. If you use your Check Card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve such dispute. However, you are ultimately responsible for reaching a resolution. In addition to the limits on cash withdrawals at Terminals, you may use your Check Card to purchase up to \$750 in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases.
- 5) **DISCLOSURE OF CHARGES.** We will charge you fees in accordance with the information found in the Rate & Fee Schedule. The Credit Union reserves the right to make future changes in account and/or Card(s) service charges, subject to our giving you notice as required by law.

**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.

- 6) **DOCUMENTATION.** You may get a receipt documenting the transaction at the time you make any transfer to or from your account using a Terminal. Your account statements also indicate transactions made with the Card(s).
- 7) **ERROR RESOLUTION.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at 405.743.3328 or write us at 311 E. McElroy Rd Stillwater, OK 74075 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 we sent you the FIRST statement on which the problem or error appeared. 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 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.
- 8) **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your account or the transfers you make: (A) Where it is necessary for completing transfers; or (B) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (C) In order to comply with government agency or court orders; or (D) If you give us your written permission.
- 9) **CREDIT UNION'S LIABILITY.** The Credit Union may be liable to the member for all damages caused by the Credit Union's failure to make a transfer pursuant to your instruction except where: (A) Your account has insufficient funds to complete the transfer; (B) The funds are subject to legal or other encumbrance; (C) The Terminal has insufficient funds to complete the transfers; (D) The Terminal was not working properly and you knew about the breakdown when you started the transfer. The Credit Union may be liable for damages where it failed to properly credit deposits subject to normal policies and procedures of the Credit Union. However, in no circumstances shall the Credit Union be liable for any damages where the error or failure is beyond control (such as a fire or flood) and the Credit Union exercised due care or where a technical or mechanical malfunction was known to the member. Also, in the case of any error or malfunction which was not intentional on the part of the Credit Union and resulted in a good-faith error, the Credit Union's liability is limited only to actual damages proved.

OK Community CU Reviewed 06/02/2021

# BUSINESS DEBIT CARD DISCLOSURES

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## CARDHOLDER AGREEMENT

The following is an agreement between you and Oklahoma Community Federal Credit Union (the "Credit Union") covering TransFund Card(s) and Check Card(s), ("Card(s)"). Please read this disclosure carefully because it tells you your rights and obligations for those transactions. You should keep this notice for future reference.

**1. TYPES OF ELECTRONIC FUND TRANSFERS AVAILABLE.** For those Deposit Accounts associated with your Card(s) you may use your Card(s) at terminals to: (1) Withdraw cash from your Deposit Accounts (2) Transfer funds between your Deposit Accounts (3) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose and (4) inquire as to the amount of your "available balance." Some of these services may not be available at all terminals. "Terminal(s)" refers to those automated teller machines (ATM) and other electronic terminals in which you may use your Card(s). You agree that the Card(s) will only be used for business purposes. You may not use the Card(s) to make deposits.

You may use your Business Check Card(s) to pay for goods and services at retail locations displaying the Visa symbol. We shall charge against your account all purchases and all withdrawals made with your check Card(s). The use of your Business Check Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon your primary business checking account. You cannot place a stop payment on any transaction made with your Business Check Card(s). You may use your Card(s) in the terminal to withdraw cash from your Deposit Account, up to the amount of your available balance, not exceeding \$500 per day, per Card.

In addition to the limits on cash withdrawals at terminals, you may use your Business Check Card to purchase up to the daily limit you choose (may be less or more under certain circumstances) in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases. **Additional Limit on Liability for Visa Check Card:** Unless you have been grossly negligent or have been engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Card(s). This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by Visa.

In the past most transactions have been processed as Visa Check Card transactions unless you entered a PIN, in the future if you do not enter a PIN, transactions may be processed as either a Visa Check Card transaction or a transaction on the PULSE network. Merchants must provide you with a clear way of choosing to make a Visa Check Card transaction if they support this option. Please be advised that should you choose to use PULSE when making a transaction without a PIN, different terms may apply and you will not be eligible for rewards accrued on transactions processed over the Visa network if applicable.

**2. LIMITATIONS ON TRANSFERS.** Federal regulations require limitations on the frequency of pre-authorized and "telephone transfers" from savings accounts and money market deposit accounts. ("Telephone transfers" used in the paragraph refer to transfers initiated by telephoning the Credit Union and instructing Credit Union personnel to transfer funds from your savings or money market deposit accounts.) Additional information can be found in the account disclosures. Electronic transfers made to or from the businesses account using the Check Card or any other means are not subject to the Electronic Funds Transfer Act.

**3. FEES AND CHARGES.** We will charge you fees in accordance with the information found in the Fee Schedule. The fees may be changed at any time, subject to our giving you notice as required by law.

## **4. PROCEDURES FOR REPORTING LOST OR STOLEN CARDS.**

If you believe your Card(s) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 405.743.3328 or write us at Member Services, P.O. Box 1357, Stillwater OK 74076. You agree to tell us AT ONCE if your Card(s) has been lost or stolen. You will be responsible for all amounts withdrawn from your Deposit Accounts, with a lost or stolen Card(s), and for unauthorized withdrawals until you notify the Credit Union. After regular business hours please call 888.263.3370 to report a lost or stolen card.

## **5. LIABILITY FOR FAILURE TO MAKE A TRANSFER.**

Except as otherwise provided by applicable statute, if we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses and damages.

**6. AGREEMENT.** By signing, using or allowing someone else to use your Card(s) or use an electronic fund transfer service, you agree to the terms and conditions contained in this agreement.

## **7. FOREIGN TRANSACTIONS ON BILLING STATEMENTS.**

For any international transaction, the transaction amount is converted to US dollars. The transaction will be charged a 2% International Service Assessment Fee (ISA). The International Service Assessment Fee will appear as a separate item on your billing statement. These fees will be assessed on all international purchases, credit vouchers, and cash disbursements.

## **8. FOREIGN TRANSACTION CURRENCY EXCHANGE RATE.**

The exchange rate in a foreign currency will be a rate selected by Visa from the range of rates available in the wholesale currency market for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%.

## **9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.**

We will disclose information to third parties about your account or the transfers 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 government agency or court orders or (4) if you give us your written permission.

**10. CANCELLATION.** We are not, under any circumstances, obligated to reissue a lost or stolen Card(s). We may, without prior notice, cancel or invalidate your Card(s) at any time and may, at your option cancel this agreement. If we cancel your Card(s) you may remain liable for whatever you owe us as a result of the use of your Card(s).

**11. CLOSING YOUR ACCOUNTS.** If you close your Deposit Accounts with us, which are accessible by the Card(s), you agree to destroy the Cards(s).

**12. LIABILITY FOR AUTHORIZED USE.** If you withdraw, inadvertently or otherwise, cash from your Deposit Account in excess of such account, you become liable to us in the amount of the excess. You will use the Card(s) in accordance with the information provided with your Card(s) and will be responsible for authorized use of the Card(s). The Card(s) is intended for business use only. Your use or use by anyone with authority implied or apparent, or for your benefit constitutes an authorized use. When you receive your new Card(s), sign your name in ink on the signature panel. The use of your Personal Identification Number (PIN) together with your Card(s) and signature is intended to prevent your Card(s) from being improperly used and constitutes a security procedure. The use of the Card(s) at a point of sale terminal constitutes a security procedure. In order to protect this security, do not write your PIN on your Card(s) or keep your PIN close to your Card(s). You should not tell your PIN to anyone.

**13. APPLICABLE LAW.** The validity, construction and enforcement of this Agreement, and all matters arising out of the issuance and use of the Card(s) and electronic fund transfers, shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law. To the extent of any use of your Card(s) constitutes a "Funds Transfer" under Article 4A of the Uniform Commercial Code, and/or this Agreement conflicts with our Deposit Agreement with you, this Agreement controls. Except as provided in the preceding sentence, our Deposit Agreement shall apply, including the provisions on Funds Transfer.