

VISA CHECK CARD

(SmartCash ATM/Debit Card)

Agreement and Disclosure

We have written this Agreement and Disclosure in plain English. Now it's easy to see how a VISA Check Card works and easier to understand what all the fine print means.

Read this plain English Agreement to get all the facts.

The words "you", "your" and "Member" mean all persons who signed this Agreement. The words "us", "we", "ours" and "BCEFCU" mean Baltimore County Employees Federal Credit Union.

PERSONAL IDENTIFICATION NUMBER (PIN)

We will not reveal your Personal Identification Number (PIN) to anyone. It will be your responsibility to safeguard your card and PIN and to promptly tell us if you have lost your card or PIN or if it has been stolen.

You are responsible for transactions made by yourself and anyone who has signed this Agreement and in addition, transactions made by anyone else whom you give the VISA Check Card and this responsibility continues until the Card is recovered.

LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone has used your card without permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your card and we can prove that we could have stopped someone from using your card without permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows card transactions that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us on time. NOTE: To protect your accounts and to lower your possible losses, never write your PIN on your card or carry it with your card.

If you believe your card has been lost or stolen or that someone has withdrawn or may withdraw money without permission, call 1-800-472-3272 within the U.S., or 0-973-656-2345 for collect calls outside the U.S. You may also call or write the main office:

Baltimore County Employees Federal Credit Union
23 W. Susquehanna Avenue Towson, Maryland 21204
410 828-4730 • 1-800-234-4730

Business days are Monday, Tuesday, Wednesday and Friday-
8:00 a.m. to 4:00 p.m.; Thursday- 8:00 a.m. to 6:00 p.m.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account in order to comply with government agency or court orders; if you give us written permission; or in order to verify existence and condition of the account for a third party, such as a merchant or credit bureau.

DOCUMENTATION OF YOUR ELECTRONIC FUNDS TRANSFER (EFT)

You will get a receipt at the time you make any transaction over \$15.00 on your account using an ATM or purchase goods or services at any business establishment where the VISA Check Card is accepted. Note: Regulation E no longer requires receipts for transactions of \$15.00 or less. You will, however, continue to get a monthly statement of your account activity.

LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUNDS TRANSFERS

If we do not complete an EFT 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 and damages. However, there are some exceptions. For instance we will not be liable if:

1. Through no fault of ours, you do not have enough money in your account to make the EFT or you have exceeded the approved limits on any of your accounts.
2. The automated teller machine where you were making the EFT transaction does not have enough cash.
3. The automated teller machine was not working properly and you knew about the breakdown.
4. Circumstances beyond our control prevented the EFT despite reasonable precautions that we have taken.
5. Any other exception arises as stated elsewhere in our agreement with you, such as revocation of your card for any reason.

REVOCAION OF CARDS

We reserve the right to revoke and retain your card:

1. If you are indebted to the Credit Union as maker or comaker and the loan for which you are responsible becomes delinquent.
2. If your share draft account is overdrawn.
3. If you declare bankruptcy.
4. If a Writ of Attachment is placed against your account.
5. For any other reasons the Credit Union may adopt from time to time.

The VISA Check Card is our property. If we revoke it or you wish to cancel your privileges under it, you must return the card to us.

We reserve the right to amend any term or condition of this Agreement upon notice to you as required by law.

IMPORTANT INFORMATION

1. Upon approval, Baltimore County Employees Federal Credit Union (BCEFCU) will issue to the Member a VISA Check Card (a) for use in Automated Teller Machines (ATMs) of the Credit Union; (b) for use in shared network ATMs in which the BCEFCU has joined; (c) to purchase goods and services at business establishments where the card is accepted.
2. The VISA Check Card is the property of BCEFCU and must be returned immediately upon request.
3. The Member agrees that only he or she will use the VISA Check Card. After BCEFCU has assigned a Personal Identification Number (PIN) to the Member, the Member will not divulge the PIN to any person, including personnel of BCEFCU, at any time.
4. All transactions made to the Member's account with the use of the VISA Check Card shall be fully binding on the Member.
5. BCEFCU is authorized to obtain such financial information relating to the Member as it deems necessary in order to process the VISA Check Card request.
6. You must be 18 years of age or older to apply for your VISA Check Card. There is no cost to apply for and receive your VISA Check Card.

7. *Credit Union 24-Hour Teller Machine*

There will be no fees for using the 24-Hour Teller Machine.

However, we reserve the right to establish any fees or charges associated with the use of your VISA Check Card as may be necessary in the future.

The Member will be able to perform the following transactions with his/her VISA Check Card at the Credit Union 24-Hour Teller Machine:

- a) Inquiries on savings (01), checking (75)
 - b) Withdrawals from savings (01), checking (75)
 - c) Deposits to savings (01), checking (75). Monies deposited are not available for cash withdrawals until received and verified by us.
 - d) Transfers between savings (01), checking (75)
8. Your VISA Check Card will function in ALLPOINT, VISA, STAR, Exchange, and PLUS Network automated teller machines.

At these network machines, your first eight (8) monthly ATM transactions are complimentary from your Credit Union. Above that, our fee to you is \$1.00 per each transaction, inquiry, transfer, cash withdrawal, etc. ATM surcharges could be imposed by the owners of these ATMs, so be alert. We are not responsible for other fees charged by ATM machines we do not own. However, we reserve the right to establish fees or charges associated with the use of your VISA Check Card as may be necessary in the future.

The following transactions can be performed with your VISA Check Card at the network machines:

- a) inquiries – savings (01) and checking (75)
 - b) withdrawals – savings (01) and checking (75)
 - c) transfers – savings (01) and checking (75)
9. Point of Sale. You may use your VISA Check Card to purchase goods and services at any business establishment where the Card is accepted. If you do use your Card for such transactions, you authorize us to withdraw funds up to the dollar amount and transaction limit allowed as specified in the section of this pamphlet, “Guide to using the SmartCash Check Card.” NOTE: We cannot honor stop payment requests on VISA Check Card transactions.
10. Cash withdrawals, up to a maximum of \$500 per 24-hour period, made by means of the VISA Check Card shall be evidenced solely by a document created electronically at the time of withdrawal. The Member agrees that a cash withdrawal will constitute a valid charge against his/her account. Furthermore, all ATM transactions that affect the Member’s account will be documented on the Member’s monthly statement. The Member must retain the ATM document should he/she dispute an ATM-related item on the monthly statement.
11. Effective July 1, 2010, the overdraft benefits associated with the Credit Union checking account were extended to the VISA Check Card (ATM/Debit Card). When you “opt-in” for this enhanced level of service, we will first look to pay any overdrafts on your ATM or everyday debit card transactions by automatic transfer from your eligible savings accounts, secondly from any established line of credit, and lastly utilizing the Courtesy Pay program (See pages 6-7 for details).
12. Only available funds actually on deposit in the Member’s account can be withdrawn up to the daily limits at an ATM.
13. The Member agrees to report promptly to BCEFCU any theft, loss, or possible unauthorized use of the VISA Check Card, or any discrepancies in the monthly statement.
14. The maximum number of cash transactions and amount of funds that may be distributed to a Member’s account(s), in any one calendar day can be found in the next section Guide to Using the SmartCash VISA Check Card.
15. BCEFCU may terminate the Member’s right to use the VISA Check Card at any time. See section entitled “Revocation of cards.” The Member has the right to cancel the VISA Check Card at any time upon written notification to BCEFCU, accompanied by the surrender of the VISA Check Card(s).
16. The Member’s liability for unauthorized use of their VISA Check Card and account(s) is explained in the section entitled “Liability for Unauthorized Transfers.”
17. The terms of BCEFCU existing account Agreements with the Member are incorporated herein by reference. In the event of

any conflict between the terms of the account Agreement and this Disclosure, this Agreement and Disclosure shall govern.

18. BCEFCU may change the terms of this Agreement at any time and impose fees as BCEFCU may establish from time to time.
19. Your signature on the VISA Check Card application and/or use of the VISA Check Card acknowledges your understanding and acceptance of the terms and conditions incorporated herein.
20. You further understand that the Visa Check Card may not be used for any illegal transaction.
21. International Transactions: The exchange rate for international transactions will be a rate selected by VISA from the range of rates available in wholesale currency markets, which may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER

In case of errors or questions about your electronic transfers, you may telephone or write us at:

Baltimore County Employees Federal Credit Union
23W. Susquehanna Avenue, Towson, Maryland 21204
(410) 828-4730 • 1-800-234-4730

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 sixty (60) days after we sent you the FIRST statement on which the problem appeared in order to make adjustments.

1. Tell us your name and account number.
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 will require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation 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 forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (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 ten (10) business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.