

## SCHEDULE OF FEES

ATM/Debit Card Transactions*	Free
ATM/Debit Card Transactions against* Non-Sufficient Funds (NSF)**	\$25.00/item
Empty Envelope Fee***	\$25.00/\$25.00
Premium Overdraft Plus Fee^	\$25.00/item^^
Deposit Corrections	FREE
Card Privileges Reinstatement Fee	\$50.00
ATM/Debit Card FOREIGN TRANSACTION FEES	1% of Transaction Amount

\* Transactions include withdrawals, inquiries, and transfers. When you use an ATM out of the CO-OP Network, 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.

\*\*Non-Sufficient Funds (NSF) fee applies to returned transactions created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

\*\*\*For an Empty Envelope, a first time fee of \$25.00 will be charged, \$25.00 for a second occurrence with ATM/Debit Card privileges revoked.

^Premium Overdraft Plus includes Premium Overdraft.

^^Fee per overdraft transaction for Debit Card, ATM, & POS transactions over \$25.

## ADDITIONAL DISCLOSURES APPLICABLE TO CARDHOLDERS 18 YEARS AND OLDER

If you are age 18 years or older, the following provisions apply to you:

### TYPES OF TRANSACTIONS AVAILABLE

You may use the Card and PIN to access non-proprietary (Network) or POS terminals whose logos appear on the back of the Card to:

- Withdraw cash from your checking, and money market Accounts at ATMs or at merchants, or financial institutions that accept Visa cards;
- Transfer funds between your share, money market and checking Accounts;
- Make deposits to your share, checking, and money market Accounts at designated deposit-taking CO-OP Network;
- Make advances on your Line of Credit at an ATM;
- Conduct account balance inquiries at an ATM; and
- Pay for purchases at POS terminals that accept the Card.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa cards (POS transactions);
- Order goods or services by mail, Internet or telephone from places that accept Visa cards; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals. Use of the Card, the number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from

merchants, financial institutions or others who honor Visa Cards is an order by you for the withdrawal of the amount of the transaction from your Account. Each transaction with the Card will be charged to your Account on the date the transaction is posted to your Account. When the Credit Union receives notification of a Card transaction, it will put a hold on an equivalent amount of funds in your Checking Account for three (3) calendar days.

All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the Card.

### LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

The following dollar amount limits are specified for daily usage within a twenty-four (24) hour period defined as 12:00 a.m. (midnight) PT to 12:00 a.m. (midnight) PT. Purchase and cash withdrawal limitations indicated below require that available funds be in the Account being accessed to cover the transactions.

You may make Card purchases (signature, PIN, electronic or telephonic) up to three thousand dollars (\$3,000.00).

You may make cash withdrawals with your Card and PIN up to one thousand dollars (\$1,000.00) at an ATM. Some merchants may allow cash-back transactions to be conducted with your Card, however the transaction must be conducted by using your Card and PIN. This type of transaction will be considered a Card and PIN purchase and is also limited to one thousand dollars (\$1,000.00).

For security reasons, there are limits on the number of these transactions that may be authorized.

Certain non-proprietary ATMs may have transaction limits other than stated above. Your transactions may be restricted by those particular ATM limits.

When you use an ATM, you may be charged a fee by the ATM operator or network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.)

### ILLEGAL USE OF THE CARD

Your Card and/or Account may not be used for any illegal activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a transaction described in this paragraph is approved and processed, you will be responsible for such charges.

## ADDITIONAL DISCLOSURES APPLICABLE TO CARDHOLDERS BETWEEN 12-17 YEARS OF AGE

If you are between 12-17 years of age, the following provisions apply to you:

You understand and agree that the adult joint owner of the account(s) will be responsible and legally liable for any and all transactions on the account(s) for as long as they are open, even after you ("Minor") reaches the age of eighteen (18). You understand and agree that the primary owner of this account(s) must be over the age of eighteen (18). The adult joint owner hereby expressly authorizes Firefighters First Credit Union to issue a Card to you. Upon reaching the age of eighteen (18), you are eligible to close the account(s) and apply for a new account(s). Without limiting the foregoing, the primary adult joint owner understands and agrees that he/she will be responsible and legally liable for: (1) any withdrawals on the account(s) made by the Minor by check or using the Card via ATM, Point-of-Sale, signature transactions or otherwise; (2) any overdrafts or negative balance on the account(s) created by the Minor by whatever means; and (3) any claims made by third parties on the account(s), the account(s) funds, and/or any other matter related to account(s) transactions that, should it be necessary to fulfill the foregoing responsibilities, you have funds available in the other Checking or Savings Accounts with you.

### TYPES OF TRANSACTIONS AVAILABLE

You may use the Card and PIN to access non-proprietary (Network) or POS terminals whose logos appear on the back of the Card to:

- Withdraw cash from your checking, and money market Accounts at ATMs or at merchants, that accept PIN transactions;
- Transfer funds between your share, money market and checking Accounts;
- Make deposits to your share, checking, and money market Accounts at designated deposit-taking CO-OP Network;
- Conduct account balance inquiries at an ATM; and
- Pay for purchases at POS terminals that accept the Card.

Some of these services may not be available at all terminals. Use of the Card and the PIN for payments, purchases, or to obtain cash from merchants is an order by you for the withdrawal of the amount of the transaction from your Account. Each transaction with the Card will be charged to your Account on the date the transaction is posted to your Account. All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the Card.

### LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

The following dollar amount limits are specified for daily usage within a twenty-four (24) hour period defined as 12:00 a.m. (midnight) PT to 12:00 a.m. (midnight) PT. Purchase and cash withdrawal limitations indicated require that available funds be in the Account being accessed to cover the transactions the transactions.

You may make Card purchases (signature, PIN, electronic or by telephone) up to five hundred dollars (\$500.00).

You may make cash withdrawals with your Card and PIN up to one hundred and twenty dollars (\$120.00) at an ATM. Some merchants may allow cash-back transactions to be conducted with your Card, however the transaction must be conducted by using your Card and PIN. This type of transaction will be considered a Card and PIN purchase and is also limited to one hundred and twenty dollars (\$120.00).

For security reasons, there are limits on the number of these transactions that may be authorized.

Certain non-proprietary ATMs may have transaction limits other than stated above. Your transactions may be restricted by those particular ATM limits.

When you use an ATM, you may be charged a fee by the ATM operator or network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

### ELIGIBILITY FOR INCREASED CARD LIMITS AT 18 YEARS OF AGE

At the time you reach 18 years of age, you will be eligible to obtain the higher standard limits specified above in the section of this agreement and disclosure titled "Additional Disclosures Applicable to Cardholders 18 Years and Older" sub section of "Limitations on Dollar Amounts and Frequency of Transactions." Contact the Credit Union to request a limit increase.

In addition, the "Illegal Use of the Card" provisions stated in the "Additional Disclosures Applicable to Cardholders 18 Years and Older" section will also become effective at 18 years of age. At the time you reach 18 years of age, you may contact the Credit Union to apply for and open a new Account in your own name.

### RELATIONSHIP TO OTHER DISCLOSURES

The information in this Disclosure applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

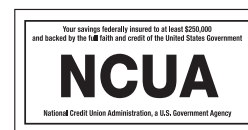
### COPY RECEIVED

You acknowledge receipt of a copy of this Agreement & Disclosure.



**Firefighters First**  
CREDIT UNION

P.O. Box 60890 • Los Angeles, CA 90060  
(800) 231-1626  
www.firefightersfirstcu.org



Federally Insured by NCUA



1/2020

# ATM/Debit Card

## AGREEMENT & DISCLOSURE



**Firefighters First**  
CREDIT UNION

In this Agreement and Disclosure the word “Card” means the Firefighters First Credit Union Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you. The words “you,” “your” and “yours” mean each and all of those who make a request with the Credit Union for the Card, and/or the person or persons who use or authorize the use of the Card. The words “our,” “us,” “we” and “Credit Union” mean the Firefighters First Credit Union. “Account” means the account(s) you designated for your Card. This Agreement and Disclosure is given by us in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq) to inform you of certain terms and conditions of the electronic funds transfer services related to the Card. Disclosure information applicable to all other electronic services offered by us is given in the “About Your Credit Union Accounts” booklet. You understand that the agreements, terms, conditions, rules and regulations applicable to the other electronic services as well as your Checking Accounts, Savings Accounts, Visa Credit Card, Line of Credit and any other applicable Accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

#### **ISSUANCE AND OWNERSHIP OF THE CARD**

You agree and understand that the Card is not a credit card. It does not provide you with credit or overdraft protection. All purchase transactions made with the Card will be deducted from the Checking Account that you designated for the Card. Please note that if you have multiple Checking Accounts you may designate only one (1) Checking Account per Card that can be accessed for Automated Teller Machine (ATM) and Card purchase transactions. If you have multiple share accounts, you may designate one (1) Share Account for ATM transactions. You may also request access to your Line of Credit for ATM transactions. When you use your Card or authorize others to use it, you agree to all terms and conditions set forth in this Agreement and Disclosure.

The Card remains our property and you agree to surrender the Card(s) to us upon demand. We may cancel, modify or restrict the use of any Card upon proper notice or without notice if your Account is overdrawn, if we are aware that you have violated any of the terms of this Disclosure and Agreement, whether or not we suffer a loss, or where necessary to maintain or restore the security of your account(s) or the ATM or Point-of-sale (POS) systems. We also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

#### **PERSONAL IDENTIFICATION NUMBER (PIN)**

When you receive your Card, you will be able to create a Personal Identification Number which is referred to as a PIN to be used in conjunction with the Card. You agree to memorize your PIN(s) and not write it on your card. If you forget your PIN(s), you can contact the Credit Union to create a new PIN.

#### **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card(s). You understand that if you disclose your Card(s) and/or PIN(s) to anyone they will have access to all Accounts identified by your account number that are linked to your Card(s). If the Account is a joint account, all transactions involving the Account are binding on all Account holders.

#### **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday, excluding Firefighter First Credit Union holidays. Our branch hours are 7:00 a.m. PT to 4:00 p.m. PT each business day. Call center business hours are 7:00 a.m. PT to 4:30 p.m. PT each business day. ATMs and POS terminals are generally open but not always accessible twenty-four (24) hours a day, seven (7) days a week.

#### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if you believe your Card(s) and/or PIN(s) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you believe your Card(s) and/or PIN(s) has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card(s) and/or PIN(s) without your permission. Failure to do so could result in you losing all your money in your account.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card(s) and/or PIN(s) and we can prove we could have stopped someone from using your Card(s) and/or PIN(s) without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, you must 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 you 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 in time. If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period. If you are using a Visa consumer debit card for transactions that take place on the Visa network system, you understand that Visa Operating Rules and Regulations provide for zero (\$0) liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN(s).

If you have authorized someone else to use the Card(s) and/or PIN(s), you are responsible for all transactions that person, or persons, initiates at any time, even if the amount or transactions exceed what you may have authorized.

#### **NOTIFICATION OF LOST OR STOLEN CARD OR UNAUTHORIZED TRANSFER**

If you believe your Card(s) and/or PIN(s) has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us immediately at: (323) 254-1700 or (800) 231-1626, or email us at opsfax@firefirstcu.org, or write to us at 815 Colorado Boulevard, Los Angeles, California, 90041.

#### **REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. We are also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

We reserve the right to cancel, modify or restrict your Card access upon proper notice, or without notice if your Account becomes overdrawn, or if you have violated any terms of this or any Agreement you may have with us.

#### **STOP PAYMENTS AND MERCHANT DISPUTES**

You may not stop payment on a Card purchase transaction. If a dispute should arise between you and a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price or warranty of goods or services purchased with your Card, you agree to hold us harmless for any damages and liability which results from the misrepresentation. If you breach or do not fulfill any of the terms of this Agreement, you are responsible to us for all resulting damages and liability.

#### **FOREIGN TRANSACTIONS**

Purchases, cash disbursement and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus one percent (1%) Foreign Transaction Fee.

The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the differences.

#### **RETURNS AND ADJUSTMENTS**

Merchants and others who honor the Card may give credit for returns and adjustments, and they will do so by sending the Credit Union a credit which will be posted to your Account.

#### **REGULATION “D” RESTRICTIONS**

No more than six (6) preauthorized, automatic, or telephone transfers may be made from your share or money market savings account to another account at the Credit Union or to a third party in any calendar month, and no more than six (6) transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed. However, you may make an unlimited number of withdrawals from an ATM or POS terminals, or transfers between these accounts by ATM.

#### **NEGATIVE BALANCES**

You promise to pay us immediately upon demand for any negative balance arising in your Account and the fee for processing the withdrawal against non-sufficient funds (NSF) in the Account accessed. The Credit Union may deduct the amount of the negative balance and the applicable NSF or Premium Overdraft Plus Fee from any other account you have with the Credit Union, except an Individual Retirement Account (IRA).

#### **CARD AND PIN SAFETY**

To protect you and your Card(s) and/or PIN(s) and to avoid unauthorized use, remember these safety tips:

- Please sign your Card immediately upon receipt.
- Memorize your PIN. Do NOT write it on the back of your Card or keep it with you. Never give your PIN to anyone.
- Pick up your Card receipts before leaving the ATM or POS terminals.
- Keep your Card receipts and record your transactions.
- Promptly reconcile all transactions against your monthly statement. If there is a discrepancy, immediately call us.
- Report lost or stolen Card(s) or access to your PIN by an unauthorized user immediately to us by calling (800) 231-1626.

#### **SAFETY AT THE ATM**

You understand that you should use caution at all times when using an ATM or POS terminal. Some precautions you can take are: observe the area for anything unusual or suspicious; lock your vehicle when you leave it; have your Card in your hand as you approach the machine; avoid reaching into your wallet or purse in front of the machine; avoid counting your cash at the machine; lock the doors and roll up all but the driver’s window when using a drive-up machine. If you feel unsafe for any reason, you should leave the area immediately.

#### **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:

- a) through no fault of ours, you do not have enough money in your Account to make the transfer;
  - b) the transaction would go over the credit limit on your credit line;
  - c) the terminal where you were making the transaction did not have enough cash;
  - d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
  - e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevent the transfer despite reasonable precautions that we have taken;
  - f) the money in your Account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transfer;
  - g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
  - h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your Account. There may be other exceptions not specifically mentioned above.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (323) 254-1700 or (800) 231-1626, or email us at opsfax@firefirstcu.org, or write to us at 815 Colorado Boulevard, Los Angeles, CA, 90041, 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 the FIRST statement on which the problem or error appeared.

- a) Tell us your name and Account number (if any).
- b) 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.
- c) 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 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 question. If we decide to do this, we will 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 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 that we used in our investigation.

\* If you assert an error within 30 days after you make the first deposit to your Account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your Account, or notice of an error involving a transaction initiated outside the United States, its possessions and

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

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

- a) When it is necessary to complete the transaction; 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 other legal process; or
- d) If you give us your prior written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will receive a receipt at the time you make any transfer to or from your Account using an ATM or POS terminal. You should retain this receipt to compare with your statement from us. You will get a monthly account statement unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

#### **CHANGE IN TERMS**

You understand that we may change the terms and charges for Card services as stated and may amend this Agreement and Disclosure from time to time. You will receive written notice of any change(s) at least twenty-one (21) days prior to the effective day of the change(s), or as otherwise permitted by law.

#### **EFFECT OF AGREEMENT**

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the account number on the Card may contain different terms, this Agreement is the Agreement that applies to all transactions involving the Card.

#### **VERIFICATION**

All transactions affected by use of the ATMs, POS terminals or other electronic transaction contemplated hereunder which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the Card(s) and/or PIN(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to a 48-business hour verification and may only be credited or withdrawn in accordance with our “Funds Availability Policy.” Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, our name, your member number and the Account to which you want your deposit to be credited.

#### **TERMINATION OF AGREEMENT**

Either you or the Credit Union may terminate this agreement at any time by notice to the other in writing. You will be liable for all obligations owed by you at the time of termination of your Card. Your Card is the property of the Credit Union and must be surrendered to the Credit Union upon request or upon termination of this Agreement.

#### **CHARGES**

All Card-related fees will be assessed as disclosed in the Credit Union’s current Schedule of Fees as follows and will be deducted from your designated checking, money market, or savings Account.