

# DEBIT CARD DISCLOSURES AND CARDHOLDER AGREEMENT

Disclosure Statement



**KeeslerFederal**  
CREDIT UNION

Keesler Federal Credit Union

## Debit Card Disclosures and Cardholder Agreement

### Disclosure Statement

**Your Liability:** Tell us AT ONCE if you believe your debit card or Personal Identification Number (PIN) has been lost, stolen, or compromised. Telephoning is the best way of keeping your possible losses down. Your liability for an unauthorized transfer(s) from your account may be limited. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card or PIN, you may not be liable for any loss if someone uses your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we may consider extending the time periods.

**Error:** In case of errors or questions about your debit card(s), telephone us at (228)385-5500 as soon as you can, or write us at: Keesler Federal Credit Union, P. O. Box 7001, Biloxi, MS 39534-7001, Attention: Debit Card Specialist, if you think your statement or receipt is wrong or if you need information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. We will need the following information:

- 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 may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error has 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 transaction(s), 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 are used in our investigation.

**To Report a Lost or Stolen Debit Card:** If you believe your card has been lost, or stolen, or your Personal Identification Number (PIN) compromised or that someone has or may make an unauthorized transfer, loan advance, or withdrawal from your account without your permission, call (228) 385-5500 or write to us at: Keesler Federal Credit Union, P. O. Box 7001, Biloxi, MS, 39534-7001, Attention: Debit Card Specialist. For nights and weekends, you may call (800) 682-6075.

**Business Days:** Our business days are Monday through Friday. Holidays are not included.

**Account Access:** To the extent these services are available, you may use your debit card and PIN to:

- 1) Pay for purchases at merchant locations that have agreed to accept the card,
- 2) Withdraw cash from the deposit account(s) you designate or your Line of Credit (if applicable),
- 3) Make deposits to these accounts whenever you request,
- 4) Transfer funds between these accounts whenever you request,
- 5) Make payments to designated loan accounts by electronic transfer from the deposit account(s) you designate.

**Limitations on Dollar Amounts of Transfers:** You may use your card to withdraw up to \$1000 per day in the U.S., and up to \$1000 per day in the U.K. You may buy up to \$700 per day worth of goods or services at point-of-sale transfer services.

**Transfer Charges (Fees):** We will not charge you any special fees for using your Keesler Federal Credit Union debit card(s) or for any electronic funds transfer services other than normal service charges for share and deposit accounts, and use of ATMs not owned by us. We, however, do reserve the right to institute changes in the future. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (for any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Account Information:** We may disclose information to third parties about your account or the transaction you make:

- 1) When it is necessary for completing transfers,
- 2) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant,
- 3) In order to comply with government agency or court orders, or
- 4) If you give us written permission.

**Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-533-7537 to find out whether or not the deposit has been made. You can also call 800-272-8664 (TONI) or [www.kfcu.org](http://www.kfcu.org) and login to Keesler Online to access this information 24/7.

**Periodic Statement:** You will get a monthly statement unless there are no transactions in a particular month, in which event you will get the statement at least quarterly.

**Financial Institution's Liability:** If we do not complete a purchase, transfer, or withdrawal 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:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer or withdrawal,
- 2) If the purchase, transfer and/or withdrawal would go over the credit limit on your Line of Credit,
- 3) If the automated teller machine where you are making the transfer does not have enough cash,
- 4) If the terminal was not working properly and you knew about the breakdown when you started the purchase or withdrawal,
- 5) If circumstances beyond our control, such as fire or flood, prevent the purchase, transfer and/or withdrawal, despite reasonable precautions we have taken,
- 6) If you had previously reported a lost or stolen card or unauthorized transaction on the account,
- 7) If the funds are subject to legal process or other incumbents restricting such purchase, transfer and/or withdrawal,
- 8) Any other exceptions stated in other agreements we may have with you.

**ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator for any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Also, when you use an ATM not owned by us, you will be charged a \$1.50 network fee. A 1% International Service Assessment (ISA) fee will be charged on international transactions.

**Termination or Amending the Agreement:** We may amend the terms of this agreement after required written notification. Notices will be mailed at least 21 days prior to any changes. You may cancel this agreement at any time by notifying the credit union in writing. In that event, all rights and obligations for any transaction(s) that occurs before the credit union receives notice of cancellation shall be determined by this agreement.

**Miscellaneous:** All credits for items are provisional and accepted subject to the provisions of the Uniform Commercial code. Except as governed by Federal Law, this agreement shall be construed and governed in accordance with the laws of the state of Mississippi.

**Limitations:** This institution has the right to limit the frequency or amounts of withdrawals. When using your debit card for signature purchases (no PIN is input), the amount of the merchant charge will be placed on hold until the charge(s) clear your account. This means your available balance is reduced by this amount for all other transactions that follow. The card is the property of the institution, which may revoke, limit or suspend its use, or issue a new one at any time without prior notice. The member will stop using the card and return it to the institution immediately upon request. The card may be automatically impounded at a terminal at any time.

### **Cardholder Agreement**

This is your contract. Please read it and keep it for your records.

The card(s) (herein called 'card') is issued by or on behalf of Keesler Federal Credit Union (the institution) to the member(s) for use with such account(s) (each referred to as an 'account').

- 1) If Member's Account(s) is a joint account, member hereby specifically authorizes any joint account holder to use the Card.
- 2) The card is the property of the institution, which may revoke, limit, or suspend its use, or issue a new one at any time without prior notice. The member will stop using the card and return it to the institution immediately upon request. The card may be automatically impounded at any terminal at any time.
- 3) Member is responsible for the use of the card. Member will not authorize or permit any person, except an authorized joint account holder on the account to which the cardholder is also joint to use the card. Member will not disclose his Personal Identification Number (PIN) to any person other than a joint account holder, and he agrees to keep the card and PIN separated and to take other reasonable steps to assure that in the event the card is lost or stolen, the finder or thief will not also obtain the PIN.
- 4) Member authorizes the institution to charge his Account as indicated when the card is used by member or any other person, except as otherwise provided in this agreement. If any account is owned jointly with another person, this agreement is fully binding on all accountholders, and all authorizations and obligations contained herein shall be joint and several, notwithstanding the terms and conditions of any other agreement with the institution.
- 5) The member will not overdraft his Account unless he has a pre-existing overdraft agreement with the institution; and if he does have such an agreement, member will not withdraw more than the funds available in his overdraft line of credit. Member will immediately pay any unauthorized overdraft without prior notice or demand.
- 6) The member's card(s) may be used to access a line of credit product with the institution. The member is obligated for credit advances obtained by the use of the card(s) in accordance with the line of credit agreement, even if such advance(s) is made by the joint account holder named in this agreement, and even if such person is not a party to the line of credit agreement.
- 7) Card transactions are governed by this agreement and the terms that apply to any account affected by such transactions, such as agreements, charter, bylaws, rules and regulations as well as any applicable laws. Any banking business transacted by the use of the card is not consummated until the institution has verified and processed the transaction on its records according to its usual banking practices, regardless of any receipt produces at the time of the transaction.

- 8) The institution makes no claims or warranties with respect to the equipment or the system, and the institution shall not be liable for any failure or malfunction of the equipment or system, except as specifically provided by law. Member will examine his periodic statements from the institution immediately if he believes the card has been lost or stolen or that someone may have discovered his PIN. Member liability for unauthorized transactions is limited as provided by law. The rules for unauthorized transfers and error resolution are contained in the disclosure statements provided above.
- 9) The institution has the right to limit the frequency or amounts of withdrawals or to institute fees for cards or transactions or to change its policies regarding these matters at any time without amending this agreement, and institution may charge member's account for such fees. Current limits and fees, if any, are contained in the disclosure statements detailed above. The institution also has the right to establish other terms and conditions set forth herein or so established by mailing advance written notice thereof to member at the address shown on the records of the institution.
- 10) Whenever used herein, the masculine pronoun shall refer with like effect to the feminine, and, if any account is a joint account, the singular person, whenever used herein in relation to member, shall be read as plural.
- 11) Member may cancel this agreement at any time by notifying the institution in writing and returning the card cut in half. In that event, all rights and obligations for transactions that occurred before the Institution receives notice of cancellation shall be determined by this Agreement.
- 12) The Institution charges a card replacement fee of \$5.00.
- 13) I understand that my activation and/or use of the debit card acknowledges that I have read and agree to the terms and conditions outlined in this document.



**Keesler Federal**  
CREDIT UNION

Federally insured by NCUA.

[www.kfcu.org](http://www.kfcu.org)

US: 1-888-KEESLER (533-7537) | UK: 0-800-585-765