

-Debit Card Agreement-

In this agreement, there are various terms used regarding ATM/debit cards, such as:

<i>You/your</i>	meaning each person who is applying for an ATM/debit card, & each person to whom a debit card is issued.
<i>Credit Union PGAFCU</i>	refers to Pueblo Government Agencies Federal Credit Union.
<i>Account(s)</i>	refer to your Share (savings) or Share Drafts (checking) with PGAFCU only.
<i>Card</i>	refers to an access device issued to you by PGAFCU, which permits you to conduct transactions at Automated Teller Machines (ATM's) and Point-Of-Sale (POS) terminals (if applicable) which are part of a network that accepts our card.
<i>POS Terminal</i>	refers to electronic point-of-sale terminals which are part of a network which accepts your card to pay for purchases and obtain cash back/cash advances (where available) from your checking account. In the case of debit cards, POS terminals include those merchants & financial institutions that accept VISA to conduct transactions.
<i>Network ATM's</i>	refer to the various ATM financial networks in which PGAFCU participates.
<i>PIN</i>	means Personal Identification Number assigned to you by the credit union.
<i>Transaction</i>	means an electronic funds transaction

This Agreement defines your responsibilities & the credit union's responsibilities with respect to electronic funds transactions performed through ATMs and POS terminals. It is understood that the agreements, rules & regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement.

By signing an application for any card to perform Transactions or using the card to conduct Transactions, you agree to the terms of this agreement.

-Minimum Age Requirement for Debit Card: Individual account holders must be at least 18 years of age. If under 18, but no younger than 16, an adult (who will be responsible for all debit card transactions) must sign as a joint owner.

-Obtaining Information: The credit union may obtain credit bureau or similar reports in considering applications for accounts or other services as permitted by the Fair Credit Reporting Act.

-Overdraft Line of Credit: If you participate in the Overdraft Line of Credit service, the credit union will generally advance to the checking account funds to cover checks exceeding the checking account balance. The Overdraft Line of Credit is a revolving line of credit; advances repaid are available to be used again. The credit union is not obligated to make any loan advances to the checking account if the outstanding overdraft balance exceeds the established credit limit or as otherwise provided in the agreement governing the Overdraft Line of Credit Service. In this case, you are responsible for immediate repayment of the withdrawal item if the credit union honors it in its sole discretion. Advances and payments will be recorded on the monthly account statement.

-Card Use: Your card allows transactions to be made on your account. The credit union may, without liability or advance notice, revoke or limit all cards issued under this Agreement. Upon demand, you will surrender the card promptly to the credit union. The debit card allows you to access the available funds in your account, within the daily limits described below, to purchase goods and services and to receive cash advances from your accounts. The debit card is NOT a credit card.

-Making Transactions: The presentation of your card, and, if required, the input of your PIN constitutes authorization to the credit union to make transactions. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your card. These instructions will be considered part of the Agreement. You agree not to make transactions that would overdraw any account. If, by mistake, you are permitted to make a transaction that you should not have been allowed to make, we may charge the amount involved to an account or otherwise hold you liable. When a PIN is required, you cannot make transactions without the entry of your correct PIN. Entries of an incorrect PIN may result in your card being retained by an ATM.

-Foreign Transactions: If you use your VISA debit card outside the US, whether or not it is in US Dollars, a fee of up to 1% will be assessed by VISA International. If the transaction is in a currency other than US Dollars, VISA International will use its current currency conversion procedures which have been disclosed to all financial institutions that issue VISA debit cards. The conversion rate used by VISA may vary from the rate on the original purchase date and the date the transaction is processed. The fee will be shown on your periodic statement.

-Transactions Prohibited: You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. Also, you agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

-Safeguarding Your Card and PIN: You will hold, in strict confidence, your PIN. You should not write your PIN on your card, the card carrier or any paper carried with the card. This invites misuse of your card if it is lost or stolen. You should keep a written record of your PIN in a separate location from the card, with no identification as to what the number is. You should protect your card and PIN as if they were cash, credit cards, or checks because it is the key with which someone can access your accounts. Safeguarding your card is especially important for debit cards since the PIN is NOT required for its use at businesses which honor VISA.

-Loss or Theft: You will notify PGAFUCU immediately of loss or theft of the card and/or PIN (After business hours notify 1-800-528-2273). If you recover your card after having notified the credit union, you will not use the card. Also, you will not use your PIN after having notified the credit union of its loss or theft.

-Liability: The credit union will not be liable for failure to honor a card due to improper use or retrieval of the card by an ATM or POS terminal. You should not use a cracked or broken card in an ATM or POS terminal. And you will contact PGAFUCU for a replacement card, if your card cracks or breaks. The credit union will not be liable for failure of a business to honor a card.

-Responsibility: You are responsible for all transactions made on your accounts with your card by anyone, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions are summarized below in the "Electronic Funds Transfer Disclosures" section.

-Deposits: All deposits will be credited to your accounts provisionally, subject to verification by PGAFUCU. Funds from deposits may not be available for immediate withdrawal. (Refer to PGAFUCU's rules governing deposits and funds availability for details.) You agree that the credit union's verification of deposits will be final.

-Card Use and Effect on Available Balances: Generally, use of your card at ATMs and POS terminals results in a simultaneous debit of the transaction amount from your account. If you have a debit card and use it at a POS terminal in a manner that is processed as a VISA transaction (that is, when no entry of your PIN needed), the authorization to proceed with the Transaction that the business receives will result in a simultaneous freeze until the earlier of the actual debit of the funds or 3 days after authorization. During the freeze, this means that the funds will NOT be available for use, for example, to pay any checks you write. Please keep track of your card use and the effect on your available balance to avoid overdrafts or items being returned unpaid due to insufficient funds, and the fees associated with these types of account problems.

-System Malfunction: You will not attempt to make a transaction when an ATM or POS terminal informs you (or other circumstances give you reason to believe) that the system is closed or is not functioning properly due to technical malfunction or lack of cash or is unable to initiate the desired transaction.

-Joint Account Owner(s): As many as two joint owners may be issued their own cards. To qualify, owners must be a joint owner on both the primary owner's Shares (savings) and Share Drafts (checking) accounts. You agree to hold the credit union harmless for any and all transactions by any cardholder authorized on your account. You accept responsibility for all withdrawals made by an authorized cardholder less than 18 years of age.

-Termination and Amendment: The credit union may at any time terminate your right to make transactions or cancel this Agreement. The credit union may give notice of termination but is not obligated to do so. Your card and PIN may not be used after having been terminated. You may terminate or cancel your card by giving the credit union written notice. Your written notice of termination will become effective no later than the end of the first business day following the credit union's receipt of notice. Termination will not affect any liability incurred by you prior to termination. The credit union may amend this Agreement by mailing you written notice.

-Collection Expenses: If the credit union has to file a lawsuit to collect what is owed by you, you will pay any reasonable expenses incurred by the credit union, including but not limited to, outside collection agency fees & attorneys' fees.

-Agreement Controls: Both you and the credit union will be bound by this Agreement. If there is a conflict between the Agreement and something said by the credit union's employees, you agree that this Agreement controls. This Agreement is governed by the laws of Colorado.

-Electronic Funds Transfer Disclosures: These Disclosures are required by federal law & are part of the ATM/Debit Card Agreements between the credit union and you.

-Member Liability: You are responsible for all transactions you authorize using your EFT services. If you permit someone else to use an EFT service, your card, or your access code, you are responsible for any transactions they authorize or conduct. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, or if you believe someone has used your card or access code without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You are not liable for an unauthorized VISA debit card transaction that was not conducted at an ATM if: you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized VISA debit card transaction that was not conducted at an ATM will be no more than \$50. For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after your learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers 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 making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 719-542-3379 or visit a credit union branch. Also, you may write to us at the address listed below under "In Case of Errors or Questions about Electronic Transfers."

-Available ATM/Debit Card Transactions & Limits on Transactions: Your PIN/password and member number may be used with PGAFUCU's voice teller, Home Banking service, and the Bill Payment service to perform transactions on your account. In all cases, your ability to make transactions between your accounts is subject to the available collected funds in the account. PGAFUCU, in accordance with Federal Reserve Board Regulation D, permits a total of only six (6) telephone and personal computer or pre-authorized transfers (which includes automatic transfers to cover check overdrafts) per month for any type of savings account to any other account. Available ATM or Debit Card Transactions and Limits on Transactions: Your card and PIN (when required) may be used to:

- Withdraw cash from your accounts at ATMs,
- Make balance inquiries into your accounts.
- Pay for purchases from your checking account at a POS
- As part of the purchase, you may be able to get cash back depending on the policies of the seller of the goods or services.
- Obtain cash advances from your checking account at financial institutions that are participating VISA institutions (for debit cards only).

Some of these services may not be available at all terminals or on all cards. You may make any number of transactions between your accounts or from your accounts provided that the available collected funds and limitations on the dollar amounts of transactions are not exceeded. There are limitations on the dollar amount of transactions that you may make with your card per processing cycle (approximately daily).

-Debit Card: For cash withdrawals at ATMs, the daily limit is \$300 per card. For all other debit card uses (payment for purchases, including any cash back, and non-ATM cash advances at financial institutions), the aggregate daily limit is \$1,000 per card. For 16 and 17 year olds, there is a \$300 aggregate daily limit per card. The limit can increase at age 18 if the member reappplies.

-Fees: If you make a transaction at a network ATM or POS terminal, you will be charged a fee in accordance with the credit union's Fee Schedule and the owner/operator of the ATM may assess its own separate fee. If a transaction overdrafts any of your PGAFUCU accounts, you are subject to an overdrawn fee. If you lose your card and/or PIN you will be charged a replacement fee in accordance with the credit union's Fee Schedule.

-Circumstances in which Information will be Disclosed to Third Parties: The credit union will disclose information to third parties about your account or Transactions made by you:

- When it is necessary for completing Transactions;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency; As permitted by Colorado law, including the Colorado Confidential Financial Records Act
- When you authorize us to do so.

-Summary of Right to Receive Documentation of Transactions: You will receive a monthly account statement unless there are no transactions in a particular month. In any event, you will receive a statement at least quarterly.

-ATM and POS Terminal Receipts: You can receive a receipt for each transaction to or from your account that is made at an ATM or POS terminal. You can get the receipts when the transactions are made.

-Summary of Liability for Failure to Make Transactions: If the credit union does not complete a transaction to or from your account on time, or in the correct amount, according to your agreement with the credit union, the credit union will be liable for your losses or damages as provided in the Electronic Fund Transfer Act. However, there are some exceptions. The credit union will not be liable if:

- Through no fault of the credit union, you do not have sufficient funds in your account to make the transaction
- The Transaction would go over your credit limit on your overdraft or other line of credit,
- The ATM/POS terminal where you're making the transaction doesn't have sufficient cash
- The ATM, POS terminal, Home Banking service or voice system was not working properly and you knew of the breakdown when starting the transaction,
- Circumstances beyond the credit union's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by the credit union,
- The funds are subject to legal process or other encumbrance restricting such transaction,
- The transaction would exceed one of the established limits in this Agreement.
- The account is closed.

-Business Day Disclosure: The credit union's business days are Monday-Friday. Holidays are not included.

-In Case of Errors or Questions about Electronic Transfers: You should visit the credit union, telephone the credit union at 719-542-3379 or 719-784-0600, or write to the credit union at Pueblo Government Agencies Federal Credit Union, Attn: EFT Claims, 720 N. Greenwood Ave Pueblo, Colorado 81003, as soon as possible, if you believe a statement or receipt is wrong or if more information is needed about a transaction listed on a statement or receipt. The credit union must be notified no later than 60 days after it sent the first statement on which the problem or error appeared. You must:

- Provide your name and account number,
- Describe the error or transaction in question & explain why you believe it is an error or why more information is needed,
- Provide the dollar amount of the suspected error.

If notified orally, the credit union may require that you send the complaint or questions in writing within 10 business days. The credit union will notify you of the results of the investigation within 10 business days (or 20 business days for Transactions involving a new account) after being notified by you and will correct any error promptly. If the credit union requires more time, however, it may take up to 45 days (or 90 days for any transactions: (i) conducted at POS terminals; (ii) initiated outside of the U.S., its territories or possessions, or Puerto Rico; or (iii) involving a new account) to investigate your complaint or question. If the credit union decides to do this, the credit union will apply provisional credit to your account within 10 business days (or 20 business days for transactions involving a new account) for the amount believed to be in error, so that you will have the use of the money during the time it takes the credit union to complete its investigation. If the credit union requires that your complaint or question be put in writing and it is not received within 10 business days (or 20 business days for transactions involving a new account), the credit union may not recredit your account. An account is considered a "new" account for 30 days after the first deposit is made, if you are a new customer. The credit union will tell you the results within three business days after completing its investigation. If the credit union decides that there was no error, the credit union will send you a written explanation. You may ask for copies of the documents that were used in the credit union's investigation.

-Use of ATMs and Deposit Facilities: All members are advised that when using ATMs you should:

- Be aware of your surroundings, particularly during the hours of darkness,
- Be accompanied by another person during the hours of darkness,
- Refrain from displaying cash. Put it away as soon as the transaction is done,
- Count cash in the safety of a locked enclosure such as a car or home,
- Use another ATM/facility or return at a later time if anything suspicious is noticed,
- Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed,
- Immediately report all crimes to PGAFCU or the operator of the ATM and to local law enforcement officials.