

## CARDHOLDER AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE TO YOUR DEBIT MASTERCARD /ATM CARD SERVICE, UNLESS OTHERWISE INDICATED. THESE TERMS APPLY WHETHER OR NOT YOU HAVE A SHARE DRAFT LINE OF CREDIT FOR YOUR ACCOUNT.

### 1. Issuance of Card.

You have requested the Credit Union issue you a card that can be used to access funds in your account. You have been issued a PIN that must be used with the card for transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it down where it is available to others. By using your PIN and the card you are legally bound by this agreement.

### 2. Responsibility for Transactions.

You are responsible for all transactions you make with the card or that you authorize another person to make with the card. If the account is a joint account, all transactions involving the Account are jointly and severally binding on all account holders. Section 12 below tells you about your responsibility for unauthorized transactions.

### 3. Your Selected Accounts.

You can request a card to access a Share Draft/ Checking Account(s) and Statement Savings Account(s) with access limited to deposits only and any Line of Credit as may be approved for access by the card. The word "selected" will be used to describe the Credit Union accounts to which you properly request the card to access.

### 4. Use of the Card: (With or without PIN as applicable)

You may use the DEBIT MASTERCARD/ATM Access to:

- Withdraw cash from your account at any MASTERCARD, CO-OP, CIRRUS, ACCEL or NYCE ATM or financial institution, or purchase goods at merchants accepting the card subject to your daily withdrawal limits. (see: 6.)

- Make account balance inquiries

- 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 in this way.

- Some of these services may not be available at all terminals. Use of the card is subject to the terms and conditions of your account and any future changes to your account may affect your use of the Card.

### 5. Overdrafts.

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account, unless you have available share draft line of credit privileges. If you do not have share draft line of credit privileges, the Credit Union may deduct the amount of any overdraft on your account from any other account you have with the Credit Union, except an Individual Retirement Account.

You agree not to use your access card for a transaction that would cause the balance in any selected Checking or Savings Account to go below zero, or that would cause any line of credit balance to go above your line of credit, or that would cause a withdrawal or transfer from an account that you do not have or have not selected. We will not be required to complete any such transaction, but if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request.

### 6. Limitations on Dollar Amounts and Frequency of Transactions.

Your combined maximum daily withdrawal, per card, may not exceed these numbers. All limits are subject to your available credit limit.

**DAILY ATM LIMIT**  
**\$500.00**

**DAILY POS LIMIT**  
**\$800.00**

**DAILY COMBINED LIMIT**  
**\$1,300.00**

Limits for Debit Card amounts, for POS use only, may be increased or reduced by writing to the Credit Union and upon approval by the Credit Union. We may limit or refuse to complete a transaction when necessary for security reasons.

### 7. Charges for Transactions.

- Replacement Card: \$20.00 per card
- Eight (8) Free Foreign Terminal transactions per month
- \$ 1.00 per transaction after first eight (8) free in a month

Some foreign ATM Networks charge a surcharge for access to their machines. The amount of any such charges will be deducted automatically from your selected account(s).

### 8. Right to Receive Documentation of Transactions.

You can receive a receipt at the time you make any transfer to or from your account using an ATM or point of sale terminal. You will be sent a monthly account statement showing the transactions made with the card unless there are no transactions in a particular month. Regardless, you will receive a statement at least quarterly.

### 9. Business Hours.

Monday, Tuesday, Wednesday from 8:30 a.m. - 4:00 p.m.  
Thursday from 8:30 a.m. - 6:00 p.m.  
Friday from 8:30 a.m. - 5:00 p.m.  
Holidays not included.

### 10. Business Days.

Monday through Friday. Holidays not included

### 11. Disclosure of Account Information to Third Parties.

The Credit Union will disclose information to third parties about your account or the transactions you make:

- when it is necessary for completing transactions; or
- in order to verify the existence and condition of your account for a third party, as a credit bureau or merchant; or
- in order to comply with government agency or court orders, or
- if you give us your written permission.

### 12. Liability for Unauthorized Transactions.

Tell us AT ONCE if you think your card and/or code has been lost, stolen or used without your permission. Telephoning is the best way of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission. If you think your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below

### 13. How to Notify the Credit Union of an Unauthorized Transaction.

If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call us FIRST at:

(603) 926-5653

Then write the Credit Union at:  
887 Lafayette Road - Hampton, NH 03842

After Hours, Call 1-800-554-8969

### 14. 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. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

### 15. Rules of Account.

All transactions covered by this agreement are also subject to all rules and agreements that govern the account(s) being debited or credited in connection with a transaction, except as modified by this agreement.

### 16. Foreign Transactions.

If you authorize a transaction with your MasterCard in a currency other than U.S. dollars, MasterCard International Inc. will convert the charge into a U.S. Dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle by which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

### 17. 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 sole agreement that applies to all transactions involving the card.

### 18. Additional Benefits/Card Enhancements.

The Credit Union may from time to time offer additional services to your account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### 19. Change in Terms.

The Credit Union may change this agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change.

### 20. Termination of Account.

The Credit Union reserves the right to cancel your card at any time. You also may cancel your card at any time. The card remains the property of the Credit Union. If either you or the Credit Union cancels your card, you agree to return the card to the Credit Union or destroy it upon the Credit Union's request.

### 21. No Waiver.

The Credit Union can delay enforcing any of its rights any number of times without losing them.

## INITIAL DISCLOSURE OF TERMS AND CONDITIONS OF ELECTRONIC FUNDS TRANSFER

INCLUDES CARDHOLDER ACCOUNT AGREEMENT



887 Lafayette Road - Hampton, NH 03842  
Phone (603) 926-5653 - Fax (603) 929-4001

PO Box 1027

109 Epping Road - Exeter, NH 03833  
Phone (603) 418-0234 - Fax (603) 418-0239

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



This credit union is federally insured by the National Credit Union Administration



We Do Business In Accordance With the Federal Fair Housing Law and the Equal Credit Opportunity Act



## ELECTRONIC FUNDS TRANSFER DISCLOSURE

Dear Member:

The terms and conditions of the general disclosure that follows are applicable if you are on direct deposit, arrange regular payments to third parties or preauthorize transfers from one or more of your accounts, or you have requested a MASTERCARD DEBIT/ATM CARD. All DEBIT CARD/ATM Cardholders are subject to the terms and provisions of all included agreements that follow the general disclosure.

Thank you for choosing to belong to SEACOAST CREDIT UNION.

### ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ELECTRONIC FUNDS TRANSFERS, INCLUDING AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS, MASTERCARD DEBIT CARD TRANSACTIONS, DIRECT DEPOSITS OR WITHDRAWALS OF FUNDS, AND TRANSFERS INITIATED BY TELEPHONE.

### GENERAL DISCLOSURE STATEMENT

EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

The initiation by you of your Electronic Funds Transfer from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

#### 1. PROTECTED CONSUMER USE OF E.F.T.

Electronic Funds Transfer Laws were enacted to provide means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize the EFT system.

- (a) Prohibition of compulsory use. No person may:
  - require you to use a preauthorized Electronic Funds Transfer as a condition for the extension of credit unless the credit is being extended in connection with a SHARE DRAFT LINE OF CREDIT plan, or is being extended to maintain a specified balance in your account, or

- require you either to accept a transfer service or to establish an account which is accessed electronically as a condition of employment or receipt of a government benefit, or

- require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

- (b) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you unless you decide to waive these rights in settlement of a dispute or action.

- (c) Discounts. No store or retail business may offer a discount to you for making payment on any purchases of goods or services by electronic payment, rather than by cash, check, or charge.

- (d) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by Electronic Funds Transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by Electronic Funds Transfer.

- (e) Suspension of obligations. If a person agrees to accept payment by means of an Electronic Funds Transfer and the system malfunctions, preventing such a transfer, then the customer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

- (f) Criminal liability. Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability. If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original.

- (g) POS truncated checks. Point of Sale truncated checks presented electronically, and the fees for re-presented checks, are EFT transactions subject to the terms and conditions of this EFT disclosure.

- (h) Electronic Check Conversion Transactions. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Funds may be debited from your account as soon as the same day payment is received, and, as applicable, your check will not be returned. If your payment is returned due to insufficient funds in your account, you authorize us to make a one-time electronic fund transfer from your account to collect the appropriate Insufficient Funds Fee as shown in our Schedule of Fees.

#### 2. ERRORS IN ELECTRONIC FUNDS TRANSFERS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS.

Please call us at the telephone number printed on the front cover of this agreement, during the business hours indicated, or write to us at the address shown on the inside front cover promptly if you believe that an unauthorized EFT has been or may be affected, believe your statement receipt is wrong, need more information about a transfer listed on a statement or receipt, have any questions or complaints, or desire to seek resolution of a problem. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number.
- (ii) Describe the error of the transfer you believe is incorrect, and clearly explain why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you notify us orally, we have the right to require you to send us your complaint or question in writing within ten (10) calendar days following the date you notified us orally. We will report to you the results of our investigation within ten (10) calendar days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us in writing, however, we will provisionally recredit your account for the amount you believe is in error after ten (10) calendar days so that you will have 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) calendar days following your oral notification, we may not provisionally recredit your account. If we determine there was an error on our part we shall correct the error within one business day after the determination. If we decide that there was no error, we will send you a written explanation within three (3) days after we finish our investigation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further. If you comply with the conditions set forth above, cases in which you believe that a transfer from your account was initiated by a third party which was authorized to

initiate any transfers from your account we will request a copy of the third party's authorization. If we do not request it within ten (10) business days, we will provisionally recredit your account for the transfer you believe is unauthorized, so that you will have use of your money until we determine whether you had authorized the transfer.

#### 3. 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 in the following situations:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer will cause you to exceed the credit limit on any line of credit authorized through use of the card.
- If the MASTERCARD, CO-OP, CIRRUS, ACCEL or NYCE designated retail point of sale terminal was not working properly and you knew about the breakdown when you started the transfer.
- If the MASTERCARD, CO-OP, CIRRUS, ACCEL or NYCE designated retail point of sale terminal where you are making the transfer does not have enough cash.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- If you and/or your service bureau set up an EFT transfer incorrectly.
- If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

#### 4. Preauthorized Transfers.

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us at the appropriate address or telephone number printed on the front cover of this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Once we have processed your stop payment request, we will stop all payments, in the amount indicated by you, to the third party named in your request, unless you instruct us in writing to resume making payments.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. However, the payee may give you the option to choose to get this notice only when the payment would differ by more than a stated amount from the previous payment, or when the amount would fall outside certain limits that you have set.

(c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your fines or damages.

#### 5. Your Right to Receive Documentation of Transfers.

(a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account when you use a MASTERCARD, CO-OP, CIRRUS, ACCEL or NYCE designated retail point of sale terminal.

(b) 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, and you DO NOT receive verification each time a deposit is made from that party, you may call us at the appropriate telephone number during the business hours indicated within this agreement to find out whether a deposit has been made. To verify a preauthorized credit, you may call us at: (603) 926-5653.

(a) Periodic statements. You will be sent Monthly Statements on Share Draft Accounts and Quarterly on Share Accounts unless there is any EFT activity.

#### 6. Evidence.

Any documentation provided to you which indicates that an Electronic Funds Transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.

#### 7. Disclosure of Account Information to Third Parties.

In order that your privacy may be protected, we will not disclose any non-public information about you or your account to any person, organization or agency except when, permitted by law and deemed to be in the best interest of the member. As follows:

- for certain routine disclosures necessary for the completion of a transfer
- for verification of the condition and existence of your account for a credit bureau or merchant; or
- to persons authorized by law in the course of official duties; or
- to our auditors, service providers, affiliates, attorneys, or collection agents in the course of their duties; or
- pursuant to a court order or lawful subpoena; or
- to a consumer reporting agency as defined in New Hampshire General Laws; or
- by your written authorization which shall automatically expire 45 days after our receipt of your authorization. If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

#### 8. Terminating this Agreement.

If you wish to terminate this agreement, notify us in writing at the appropriate address printed on the front cover of this agreement. We may also terminate this agreement at any time.

#### 9. Amendments.

We have the right to change this agreement from time to time. We will notify you at least 30 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers. We do not have to notify you in advance, however, if the change is necessary for security reasons.

#### 10. Rules, Regulations and Other Agreements.

Your accounts may also be governed by other agreements between you and this Credit Union. If any terms of other agreements are in conflict with the terms of this agreement, the terms in this agreement shall be followed.

#### 11. Notices.

All notices from us will be effective when we have mailed them or delivered them to the last known address that we have for you in our records. In the case of a joint account, notice to or from one account holder will be effective for all the account holders.

#### 12. Collection Expenses.

You agree to pay all reasonable expenses including attorney fees incurred by us in order to collect what you owe, or to enforce the terms and conditions of this agreement.

#### 13. Advisory Against Illegal Use.

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### 14. Laws Applicable to the Agreement.

The laws of the State of New Hampshire and any applicable Federal laws will apply to this agreement. If any terms of the agreement cannot legally be enforced, the agreement is considered changed to the extent necessary to comply with the laws.