

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500.00 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, code 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 prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

• **Additional Limits on Liability for Debit MasterCard®**, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your Debit MasterCard®, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notifying us. "Unauthorized use" means the use of your debit MasterCard® by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard®.

(B) Contact in Event of Unauthorized Transfer - If you believe your card and/or code has been lost or stolen or a transfer has been made using the information from your check or draft without your permission call or write any HPCU location.

Right To Bring Civil Action

You may bring a civil action against any person violating any provision of Minnesota Statutes 47.69 (governing consumer privacy and unauthorized withdrawals), If you prevail in such an action, you may recover the greater of your actual damages or \$500.00. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

Time Needed to Complete Terminal Transactions

Withdrawals made at a terminal will normally be completed and charged to your account in up to three days.

Point-Of-Sale-Transactions

Payment for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal. You can reverse a point-of-sale transaction by contacting the merchant.

Error Resolution Notice

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt call or write any HPCU location(s) as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(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 occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time,

however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless a prior established account was held with us before this account was opened. 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 we used in our investigation.

HARBOR POINTE CREDIT UNION

P.O. Box 161558 · Duluth, MN 55816

Phone: (218) 722-9242

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Don't lend your ATM card to anyone.
2. Prepare your transactions at home to minimize your time at the ATM or night deposit facility.
3. Prevent others from seeing you enter your PIN by using your body to obstruct their view.
4. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
5. When you make a transaction be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility especially if it is after sunset. At night, be sure the facility is well lit. Consider having someone accompany you when using the facility. If you observe any problem go to another ATM or night deposit facility.
6. When making a cash withdrawal from an ATM don't display your cash and wait to count the cash until your surroundings are secure.
7. At a drive-up facility make sure all the car doors are locked and all the windows are rolled up except for the window being used. Keep the engine running and remain alert to your surroundings.
8. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction you may want to cancel the transaction, take your card and leave. You could come back later or use another ATM.
9. Remember do not leave your card or any documents at the ATM or night deposit facility.
10. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they could contain important account information. Keep a record of each transaction.
11. Compare your records with statements.
12. Protect the secrecy of your PIN. Don't tell anyone your PIN. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operation in a suspicious manner. Don't write your PIN where it can be discovered like in a purse or wallet. Protect your ATM card as though it were cash. Don't give anyone information over the phone about your ATM card or PIN.
13. If your ATM card is lost or stolen promptly notify us. For additional information you should consult the other disclosures you have received about electronic fund transfers.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please inform us if you notice a problem with the facility(s). For example, a light not working or damage to a facility. Please report any suspicious activity or crimes to HPCU and local law enforcement officials immediately.

DEBIT CARD APPLICATION



Harbor Pointe
CREDIT UNION

APPLICANT

Account Number(s) _____

Name _____

Address _____

City _____

State _____ Zip _____

Home Phone _____

Cell Phone _____

Date of Birth _____

Employer _____

Email _____

CO-APPLICANT

Name _____

Address _____

City _____

State _____ Zip _____

Home Phone _____

Cell Phone _____

Date of Birth _____

Employer _____

Email _____

Signatures: By signing below, the undersigned requests the described services and agrees to the terms and conditions governing the services, including any fees and charges. The undersigned agrees that all information is accurate and authorized the including preparation of a credit report by a credit reporting agency.

Harbor Pointe Credit Union may pull credit report(s) before Debit Card application can be approved.

I/We hereby authorize the Harbor Pointe Credit Union to obtain credit report(s) in conjunction with this request for Debit card(s) and for any update renewal.

Applicant's Signature _____

Date _____

Co-Applicant's Signature _____

Date _____

DETACH AND RETURN TO:

HPCU · P.O. Box 161558 · Duluth, MN 55816

Fax to: 218-722-4516 or email to hpcu@hpcu.us



Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

ATM Transfers – Types of Transfers and Dollar Limitations

You may access your account(s) by ATM using your Debit MasterCard® and personal identification number (PIN) to:

- Get cash withdrawals from share draft account(s)
 - A maximum of \$500.00 in cash per day
- Get Information about:
 - The account balance of your share draft or share savings account(s)

* Some of these services may not be available at all terminals

** Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to ATM transfers.

Types of Debit MasterCard® Point-of-Sale Transactions

You may access your share draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant (if the merchant permits), or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions – Frequency and dollar limitations

- You may make no more than 20 transactions per 24 hour period
- No more than \$1,500.00 in transactions per day

*Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and Cross-Border Transaction Fees – If you make a transaction with your Debit MasterCard® in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount. The MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate, or a whole sale exchange rate selected by MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may be different from the rate in effect on the date of purchase, or the date the transaction was posted to your account. MasterCard® charges a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard® charges an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all crossborder transactions regardless of whether there is a currency conversion. A cross-boarder transaction is a transaction processed through the Global Clearing Management System or the MasterCard® Debit Switch in which the country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use – You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

Limitations on Frequency of Transfers – In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any month, you may not make more than six withdrawals or transfers from a share savings account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check draft, or similar order to a third party. If you exceed the transfer limitations your account will be subject to closure.
- During any month, you may not make more than six withdrawals or transfers from a money market account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations your account will be subject to closure.

Termination

• You may terminate the electronic fund transfer agreement by written notice or phone: **HPCU** 11 W. 2nd St., Duluth, MN 55802 or 218-722-9242.

• HPCU may terminate the electronic fund transfer agreement at any time.

Fees

• See separate fee schedule

ATM Operator/Network Fees – When you use an ATM not owned by us, 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 fund transfer).

Documentation

• **Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

• Periodic statements -

• You will get a monthly account statement for your share draft accounts.
• You will get a monthly account statement for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

FINANCIAL INSTITUTION'S LIABILITY

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:

- (1) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (2) If the ATM where you are making the transfer does not have enough cash.
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If you have an overdraft line and the transfer would go over the credit limit.
- (5) If through no fault of ours you do not have enough money in your account to make the transfer.
- (6) There may be other exceptions stated in our agreement with you.

Confidentiality

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

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

Unauthorized Transfers

(A) Consumer Liability -

• Tell us immediately if you believe your card and/or code has been lost or stolen, or if you believe an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning HPCU is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50.00 if someone used your card and/or code without permission.

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