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# Debit Mastercard® Agreement and Disclosure

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April 2021

This Debit Mastercard Agreement and Disclosure (“Agreement”) is presented for your information. Please read it carefully as it pertains to your SchoolsFirst Federal Credit Union account(s) and your Debit Mastercard card and is accurate as of the date shown above. We may change the terms or amend this Agreement from time to time without notice or as otherwise provided by law. For the purposes of this Agreement, the words “you” and “your” refers to Members and account owners; “Card” means the Debit Mastercard issued to you; “Account” means the account designated on the application for your debit card; “Credit Union,” “us,” and “we” means SchoolsFirst Federal Credit Union (FCU); “access code” means an access code or Personal Identification Number (PIN) and “transaction” means use of the account number on the Card, the Card, or access code if required to access your Account.

By requesting, signing or using (or authorizing another person to sign or use) any Card or access code, you and the other person(s) agree to use the Card and access code in accordance with the following terms and conditions.

## **How to Reach Us**

You can contact us at 800.462.8328 or by visiting any branch location during normal business hours. Member Contact Center representatives are available Monday through Friday, 7 a.m. to 7 p.m. PST, and Saturdays, 9 a.m. to 3 p.m. PST; excluding federal holidays. Emergency Card Support is available 365 days a year, from 5 a.m. to midnight PST. For branch hours and locations, visit [schoolsfirstfcu.org](http://schoolsfirstfcu.org).

Calling us is the best way to report any problems or to get questions answered. If you cannot call us or visit a branch in person, you can write to us at: SchoolsFirst FCU, P.O. Box 11547, Santa Ana, CA 92711-1547.

## **Confidentiality**

We will disclose information to third parties about your Accounts or the transfers you make only when one of the following conditions exist:

- When necessary to complete a transaction requested by you;
- In order to verify the existence and status of your Account(s), such as for a retail merchant or credit reporting agency;
- In order to comply with government agencies or court orders; or
- If you give us written permission.

## **Ownership of Debit Mastercard**

The Debit Mastercard Card is the property of the Credit Union and you agree to surrender it to the Credit Union promptly upon demand. We may restrict your ability to make Automated Teller Machine (ATM) withdrawals or deposits, or revoke the Card at any time without prior notice or liability.

## **Renewal of Debit Mastercard**

For your protection, your Card is issued with an expiration date. If your Account is active and in good standing, upon expiration of your Card, we will issue you a renewal Card.

## **Confidentiality of Access Codes**

You agree to hold your access code in strict confidence and you will notify us immediately if your access code and/or Card are lost or stolen. As a precaution, you should: 1) Memorize your access code; 2) Never write down your access code; 3) Never let anyone else use your Card; 4) Never tell anyone your access code; and 5) Never let anyone watch you use your Card and/or access code.

## **Authorized Users**

Any additional signer on the Account who receives a separate Card (as requested by you) or who is permitted to use your Card and/or access code will have access to your entire Account, including but not limited to the ability to withdraw or transfer money from your Accounts, make purchases, and request advances under any credit line you now have or may have in the future that are linked to your Account and are accessible by your Card. We refer to such person as an authorized user and you agree that an authorized user may withdraw or transfer funds from your Accounts, make purchases or make loan advance requests with the Card.

## **Transaction Authorization**

By using your Card in conjunction with your access code at an ATM or Point-of-Sale (POS) terminal, you authorize the Credit Union to provide Account balance information, to accept deposits and payments, to make withdrawals and transfers into or from your Accounts with the Credit Union in accordance with commands entered into the ATM or POS terminal. By using your Card, card number, or access code at a merchant that accepts the Debit Mastercard as payment, you authorize the Credit Union to debit your

checking account for the transaction amount, including but not limited to, any charges imposed by the merchant or financial institution. You may make cash advances and purchases only to the extent that you have available funds in your checking account or overdraft protection loan.

## **ATM/POS Transactions**

You may use your Card at ATMs to withdraw cash, make deposits, transfer funds, make loan and credit card payments, and make balance inquiries. You may also use your Card at POS terminals to pay for purchases and get cash back at participating merchant locations. Some of these services may not be available at all terminals.

## **Merchant Debit Transactions**

You may use your Card for purchases at all merchant locations that accept Mastercard for payment. When you do so, you use your Card as a debit card and your Card works much like a check you write on your Account. Your Card is not a credit card, which means you may not defer payment of your Debit Mastercard transactions. When you use your Card for these transactions, you are making withdrawals from your Checking Account and you must follow the procedures established by the merchant and financial institution for using your Card. You may be asked to sign a sales slip, withdrawal slip or other document, or just provide your Card number.

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

The transaction amount including any charges imposed by the merchant or financial institution is deducted from the Checking Account you've designated for use with your Card. We may debit or place a hold on your Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. If a merchant or other financial institution requests an authorization for a transaction, we may place a hold on funds in your Account for up to five days for the authorized transaction amount. As a result, you will not have access to the funds on hold other than for the transaction authorized for the period of the hold.

You may not stop payment on a debit transaction made with your Card. Furthermore, because your Card is a debit card and not a credit card, credit card protections do not apply. Therefore, if you have a problem with the quality of property or services that you have purchased with your Card, you must attempt to settle it directly with the merchant. If your attempt is unsuccessful, you may contact us to determine whether charge-back rights apply.

## **Unlawful Use**

You warrant and agree that you will not use your Debit Mastercard card to make or facilitate any illegal transactions, including but not limited to internet gambling transactions, as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

## **Unauthorized Use**

If you believe your Card and/or access code has been lost or stolen, or that someone transferred or may transfer money from your Account without your permission, you agree to notify us immediately. You may call us at 800.462.8328, or write us at SchoolsFirst FCU,

P.O. Box 11547, Santa Ana, CA 92711-1547, ATTN: Security and Fraud Management.

“Unauthorized use” means the use of your Card and/or access code by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which use you receive no benefit.

If you authorize someone to use your Card or access code, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or the number of transactions exceed what you authorized.

## **Liability for Unauthorized Use**

If you believe your Card and/or access code have been lost, stolen, or discovered by an unauthorized person, or you believe that an electronic withdrawal has been made without your authorization, and you tell us within two business days of your discovery, you can lose no more than \$50 if someone used your Card and/or access code without authorization. If you do NOT tell us within two business days after you learn of the loss or theft of your Card and/or access code, and we can prove we could have stopped someone from using your Card and/or access code without your permission if you had told us, you could lose as much as \$500.

Also, if your written statement; eStatement; or written or electronic Account history that is provided or made available to you shows electronic withdrawals that you did not make, tell us at once. If you do not tell us within 60 days after the statement, eStatement, or Account history is made available 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 a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

## **Mastercard Zero-Liability for Unauthorized Use**

Your liability for unauthorized use of your Card when it is used for a merchant debit transaction and PIN-based POS/ATM transactions, will not exceed \$0 if the following conditions have been met:

- You report the loss or theft of your Card within 24 hours of discovering it lost or stolen;
- You can demonstrate that you have executed reasonable care in safeguarding your Card from risk of loss or theft;
- Your Account is in good standing.

If these conditions have not been met, the terms included in the section above, Liability for Unauthorized Use (Regulation E) may apply.

## **Daily Transaction Limits**

For security reasons, there are daily limits on the dollar amounts you withdraw at ATMs, purchases you make at POS terminals, and Debit Mastercard transactions.

## **Deposits**

An unlimited number of deposits may be made each day at SchoolsFirst FCU ATMs or at participating CO-OP Network ATM locations. All deposits are subject to verification. No transaction or receipt in connection with any deposit shall be effective until the transaction has been verified and accepted. SchoolsFirst FCU reserves the right to make any necessary adjustments to your Account upon verification of your ATM deposit. Funds you deposit at an ATM may not be available to you on the same business day as the day of your deposit. For more information, please see the Disclosure & Agreement of Terms and Conditions brochure.

## **Fees**

SchoolsFirst FCU does not charge fees for ATM/POS transactions performed at any SchoolsFirst FCU ATM, CO-OP Network ATM or POS terminal locations. The following fees apply to withdrawals processed at ATMs other than SchoolsFirst FCU or CO-OP Network:

- A fee of \$1 is charged for each withdrawal if you have a SchoolsFirst FCU Free Checking Account, or if you have no SchoolsFirst FCU Checking Account. Waived for school employee Members.
- No fee is charged for the first six withdrawals in any given statement period if you have a SchoolsFirst FCU Investment Checking Account; a \$1 fee is charged for each withdrawal in excess of six. Waived for school employee Members.
- When you use a non-SchoolsFirst FCU or non-CO-OP Network ATM, you may be charged a fee by the ATM operator or any network used, and they may charge you a fee for a balance inquiry even if you do not withdraw cash.
- Copy of merchant sales draft: \$10.

## **Cross-Border and Foreign Currency**

### **Transaction Fees and Exchange Rates**

When you use your card to make a purchase or ATM withdrawal outside of the United States, a Cross-Border Fee of up to 1.8% of the transaction amount will be assessed. Purchases outside the United States include internet transactions made when you are in the United States, but the merchant processes the transaction in a foreign country. When you use your card at a merchant that settles in a currency other than U.S. dollars, an additional Currency Conversion Fee of 0.20% will be assessed for performing the conversion service. Either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard will be used for the currency conversation services. The exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from the exchange rate applicable to the date the transaction occurred or the date it is posted to your Account. All fees are assessed by Mastercard International Incorporated and SchoolsFirst FCU and will be charged to the cardholder.

## **Right to Receive Documentation**

You may not get a receipt every time you use your Debit Mastercard at other ATMs or POS terminals for transactions of \$15 or less. You can get a receipt at the time you make a transfer to or from your Account using one of our ATMs. You will receive a monthly Account statement, unless there are no transfers in a particular month. In any case, you will receive an Account statement at least quarterly.

## **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:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the transfer would cause the balance to exceed the credit limit on your overdraft protection loan;
- If the ATM where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the failure to complete the transfer is done to protect the integrity of the system or to protect the security of your Account;
- If your Account is subject to an uncollected funds hold, legal process or other claim;
- If your Card has expired or is damaged or is inactive because your access code was entered incorrectly;
- If you use a Card that has been reported lost or stolen;
- If the Credit Union has reason to believe that something is wrong, for example, that your Card has been stolen;
- If the transaction information supplied to the Credit Union by you or a third party is incorrect or untimely;
- For preauthorized transfer, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received; or
- There may be other exceptions as stated in an agreement you have with the Credit Union or as provided by law.

## **In Case of Errors or Questions About Your Electronic Funds Transfers**

Call us at 800.462.8328, or write to us at SchoolsFirst FCU, P.O. Box 11547, Santa Ana, CA 92711-1547, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or transaction receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In order to help you with your questions, we will need the following information:

- Your name, Account number, and transaction date in question;
- The error or the transfer you are unsure about, and why you believe there is an error or why you need more information; and
- The dollar amount of the suspect transaction.

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 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 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 transactions, 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. An Account is considered a new Account for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we may reverse the credit, if applicable, and we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If, as part of our investigation, we order a copy of a sales draft from a merchant, you may be charged a \$10 fee for obtaining the copy. (See "Fees" elsewhere in this Agreement.)

## **Verification of Transactions**

All transactions effected by your Card which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by the card.

## **Waivers and Severability**

The Credit Union may waive or decline to enforce any of our rights under this Agreement without affecting any of our other rights.

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

## **Overdrafts**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account and you may be charged an overdraft fee (see the current Statement of Fees for insufficient balance fees).

## **Pledges of Shares**

You grant us a consensual security interest in your Accounts and have pledged funds on deposit in your Accounts (except IRA or Deferred Compensation) to satisfy debts that are due us. We reserve the right to exercise this pledge of shares for liabilities owed to us against any Account held by you individually or jointly with any other person(s) to the fullest extent permitted by law.

## **Cross-Collateralization**

To satisfy debts that are due us either now or hereafter arising, you further grant us a consensual security interest in any and all collateral pledged by you under any agreement with us. You understand that this cross-collateralization provision gives us a security interest in any collateral pledged by you as long as there remains an outstanding debt owed to us under any preexisting or future agreement.

## **Enforcement**

You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expenses from your Account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

## **Governing Laws**

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the state of California, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union's headquarters office is located.

NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND DISCLOSURE, DESTROY YOUR CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURNING IT TO THE CREDIT UNION.

## Important Safety Tips When Using an ATM/ POS Terminal

- Be aware of your surroundings and look for well-lit ATMs.
  - Have your transactions ready. Sign checks and total your deposit before approaching an ATM.
  - Stand close to the terminal so that someone near you cannot see your PIN.
  - Immediately put your cash in your wallet or purse. Count it while in the safety of your car or home.
  - Have your card in-hand before leaving your car.
  - When possible, have another person with you when you use an ATM.
  - Do not use the ATM if you notice anything suspicious in the area.
  - If, while transacting business at an ATM, you notice anything suspicious, cancel the transaction and put your ATM card away immediately.
  - Never give your card number, PIN or Social Security number to anyone over email, text message, or phone unless you initiated the conversation.
  - Do not write your PIN on your card or keep your PIN in the same location as your card.
  - Do not use a PIN that could be easily identified, such as your birth date, 1111 or 9999.
  - Report all crimes to the ATM owner or operator, SchoolsFirst FCU and local law enforcement officials.
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### **Member Contact Center**

800.462.8328

Monday – Friday 7 a.m. to 7 p.m.

Saturday 9 a.m. to 3 p.m.

### **TellerPhone**

800.540.4546

### **Emergency Card Support**

800.462.8328

Available 365 days a year  
from 5 a.m. to 12 a.m.

### **Mailing Address**

P.O. Box 11547

Santa Ana, CA, 92711-1547

### **Branch and ATM Locations and Hours**

Visit [schoolsfirstfcu.org](http://schoolsfirstfcu.org)



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