As used in this Agreement, the words “you” and “your” mean each and every person signing, using, or having a Debit Card (DC) with Navy Federal Credit Union, referred to as “we,” “us,” or “Navy Federal.” Navy Federal business days are Monday through Friday, excluding federal holidays. Navy Federal may change and amend this Agreement at any time. This Agreement, including any claim or dispute arising under it, shall be governed by federal law and the laws of the Commonwealth of Virginia.

To report your DC lost or stolen, or for service inquiries, please call 1-888-842-6328 from overseas at 1-800-0-842-6328, or collect at 1-703-255-9837. Calls may be monitored and/or recorded to provide improved member service. All other correspondence relating to this Agreement should be addressed to Navy Federal, P.O. Box 231770, McLean, VA 22142-0721. Navy Federal information concerning Navy Federal DCs may also be obtained at navyfederal.org.

1. Accepting This Agreement/Signing the Card: Use of your DC means you agree to all terms in this Agreement. Please read this Agreement carefully and keep a copy for your records. Upon receipt of your Navy Federal DC, immediately sign the signature panel on the back of the card. Your DC must be activated prior to use. Should you choose to close your account, you may remove the card at any time for any reason, by contacting us using the information above. Then immediately and securely destroy the card by cutting it in half or shredding it.

2. Membership: You must be a Navy Federal Member or joint owner, have an open checking account, and be at least 14 years old or an emancipated minor to obtain a DC. You understand that any joint owner has access to funds in your savings and checking accounts, as well as access to any Checking Protection options you enroll in (Optional Overdraft Protection Service (OOPS) or Checking Line of Credit (CLOC)). You understand that you remain responsible for repayment of any credit extensions, overdraft amounts, and/or fees incurred by either you or any joint owner(s).

a. Account Closure. As stated in the Important Disclosures, if you or Navy Federal close your account, we may return deposit or debit items received, or reopen your account and process debits and credits against the account, including, for example, debit card transactions and provisional credit for a purchase. You authorize Navy Federal to immedi-ately redeem or return your DC to you in the event of fraud or improper use; if the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law. You agree that we have the right to collect funds owed to us from all your accounts, as well as the available balance on your Checking Protection option (if any), including all accounts of joint owner(s). This does not apply to shares in an Individual Retirement Account. The failure to deposit funds to elimi-
nate an account’s negative balance may result in the overdrawn balance being charged off as a loss to Navy Federal. Such action could result in the checking account being closed and restriction of your membership privileges, including revocation of your DC.

4. Transactions and Limits: Your DC may be used to purchase goods and services wherever the card is accepted. You may use your DC for the following: balance inquiries, funds transfers, cash withdrawals, deposits to your checking account, Money Market Savings Account, and savings account, and receive cash back with a purchase at participating Interlink and Maestro merchants. Cash back with a purchase is only offered from your available checking account balance plus any Checking Protection option you may have. The daily transaction limit for purchases is $3,000 for all types of checking accounts with the exception of Flagship Checking, which has a daily purchase transaction limit of $5,000. The daily cash limit is $1,000, which includes withdrawals at NFCU proprietary ATMs, manual cash at NFCU financial institutions, and cash back at a purchase at participating merchants. Daily limits may vary for other types of transactions. Generally, there is no limit on the number of transactions that can be performed per day; however, for security reasons, we reserve the right to impose other limits on the transactions you may make using your DC.

5. Use of Card for Illegal or Risky Transactions: It is your responsibility to comply with all laws when using your Navy Federal DC. You agree to hold us harmless for any damages or other liability arising from transactions initiated by you for the purpose of conducting illegal activity. We reserve the right to decline authorizations and/or cardholder disputes due to participation in transactions for activities we believe may violate law or pose significant risk to us or our Members, such as online gambling.

6. Liability for Failure to Complete Electronic Fund Transfers: If we do not complete a transaction using your DC on time or in the correct amount, when permitted by law or as agreed to at the time the transfer was made, we will be liable for damages caused by our failure, with some exceptions. We will NOT be liable in any of the following events:

b. If, through no fault of ours, you do not have enough money in your account or available in your selected Checking Protection option to make the transfer or transaction.

c. If the funds in your account are subject to legal process, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.

d. If the ATM was not working properly and you knew about the breakdown when you started the transfer or transaction.

e. If, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, or flood) prevent the transfer or transaction.

7. Foreign/International Transactions: Transactions using your DC made in foreign countries will post to your account in U.S. dollars and will be charged an International Service Assessment Fee. This fee will be identified as a separate transaction on your statement. The fee will be assessed on purchases and ATM transactions as follows:

b. Transactions made in foreign countries will be charged 1.0% of the transaction amount.
8. Documentation of Transactions: It is recommended that you obtain a transaction receipt at the time you make any transaction using your DC at an ATM or POS terminal and retain the receipt copy for a period of at least 90 days. Your checking account statement will identify the merchant, financial institution, or electronic terminal where transactions are made and the dollar amount of the transaction. You will get a monthly account statement even if there are no transfers in a particular month. You may also view your statements and account balances on our website at navyfederal.org or by using our mobile app.

9. Fees: There is no fee for using your DC to make a purchase at a merchant location; however, participating merchants may impose a fee for the cash-back portion of the transaction. Cash-back amount limits may vary depending on store policy. For a list of free ATMs, please check our website at navyfederal.org. ATM fees are disclosed in our Schedule of Fees and Charges brochure and may also be viewed via navyfederal.org. When you use a non-Navy Federal ATM, you may be charged fees by the ATM operator. Additionally, you may be charged a fee for a balance inquiry even if you do not complete an electronic funds transfer.

10. Refusal to Honor Your DC: You agree Navy Federal is not responsible or liable for any merchant, financial institution, or other party that refuses to honor your DC.

11. Ownership and Cancellation of the DC: The DC is the property of Navy Federal. Navy Federal has the right to cancel your DC or revoke your DC privileges at any time without notice to you.

12. Disclosure of Information to Third Parties: Navy Federal will disclose information to third parties about your DC or checking account or the transfers you make in any of the following circumstances: if we are unable to complete an electronic transfer because of insufficient funds; where it is necessary to complete the transaction; to verify the existence or conditions of your account for a third party, such as a merchant or person in whose name the DC is issued; in order to comply with government agency or court orders; if you give us written permission; or in accordance with our privacy policy. Additionally, you may have agreements with merchants to keep your DC on file. You acknowledge that Navy Federal may share your DC information with the participating network in order to keep your card information current and/or facilitate uninterrupted processing of your recurring payments.

13. Stop-Payment for Pre-Authorized Recurring DC Transactions: We can only honor stop-payment requests for transactions using your DC on pre-authorized recurring transactions or services. If you have told us in advance to make regular payments, such as your rent or child support payment, and you want to stop any of these payments. In order to initiate a Stop Payment, you must contact us via phone or in writing using the information above 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 confirm your request in writing within 14 days after you call. If you request 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 losses or damages.

14. Cardholder Liability for Unauthorized Transmissions: NOTIFY US AT ONCE if you believe that your DC or personal identification number (PIN) has been lost, stolen, or used without your authority. The best way to minimize your possible losses is to contact us as soon as possible by calling us at the number above or, if you have Navy Federal Online Banking, by using the Report Fraud feature. You may also notify us in person at any branch or in writing using the address above.

Timely Notice of Missing DC: If you notify us within 2 business days after you learn of the loss or theft of your DC or PIN, your losses will be no more than $50 if someone used your DC or PIN without your permission.

Delayed Notice of Missing DC: If you fail to notify us within 2 business days after you learn of the loss or theft of your DC or PIN, your losses may be as high as $500. In this case, you would be liable for unauthorized transactions up to $50 for the first 2 business days plus all unauthorized transactions that occur between those first 2 business days and the day you actually notify us, altogether up to $500. You will only be liable for unauthorized transactions after the first 2 business days if we can demonstrate that we could have stopped the unauthorized transactions if you had notified us sooner.

Unauthorized Transactions on Statement: If your statement shows transactions that you did not make or authorize, tell us AT ONCE. If you do not tell us within 60 calendar days after the statement has been made available to you, your loss may be as high as $500. Unauthorized transactions that occurred during those 60 days may be unlimited until you actually notify us. You will only be liable for unauthorized transactions after the 60 days if we can demonstrate that we could have stopped the unauthorized transactions if you had notified us. Under certain circumstances, we may extend the notification time period.

1. Subiect to holds placed on certain transactions, see our Funds Availability Policy (NFCU 668) and the Mobile Check Deposit User Agreement, which may be viewed on our website via navyfederal.org.

2. For details, see our Optional Overdraft Protection Service (OOPS) Disclosures (NFCU 657) and our Checking Line of Credit Agreement and Disclosure (NFCU 33C).

3. For more information about savings accounts, checking accounts, and transaction limits, see our Important Disclosures (NFCU 606).

15. Navy Federal's Zero Liability Policy for Fraud. In addition to the liability limits above, if you notify us of suspected fraud within 60 days of the statement date on which the fraudulent transactions first appear, we will not hold you responsible for confirmed fraudulent transactions. This Zero Liability policy only covers transactions that have been confirmed by Navy Federal as fraudulent.

16. Billing Error Resolution: The Billing Error Resolution process covers the following errors: unauthorized transactions, including invalid amounts, duplicate transactions, transactions that were paid for by other means, and canceled recurring payments; expected credit not received; and non-receipt of ATM funds or POS cash-back. If you think your statement or receipt has errors, or if you need more information about a transaction listed on your statement or receipt, contact us as soon as possible using the contact information listed above. You MUST contact us no later than 60 calendar days after we FIRST make available the statement on which the suspected error appeared. You will need to identify your self and the account, describe the error or the transaction you are questioning, clearly explain why you believe an error exists or why you need more information, and tell us the dollar amount of the suspected error. If you call to report a suspected error, we may require you to send us your concern in writing within 10 business days. If we ask you to put your concern in writing and we do not receive it within 10 business days, we may not provisionally credit (see below) your account.

We may take up to 45 days to investigate your concern; however, for suspected errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate. If we take longer than 10 business days (20 business days for new accounts) to determine whether an error occurred, we will provisionally credit your account the amount you reported as an error on or before the 10th business day. This Provisional Credit is a temporary credit that allows you to use the money during the time it takes us to complete our investigation. We will report the results of our investigation to you within 3 business days after completing our investigation. If we determine there was an error, we will promptly correct it. If we determine there was no error, we will send you a written explanation of our findings. You may ask for copies of the documents that we used in making our determination. Any Provisional Credits will be taken out of your account if we determine there was no error, and if there are insufficient funds in your account to cover the reversal of the Provisional Credit, the account may become overdrawn.

17. Other Reasons for Dispute: Disputed transactions that are not covered by our Error Resolution Process such as defective, damaged, or non-receipt of merchandise or services, or items received “not as described” will be handled at our discretion. Please first make a good faith attempt to resolve discrepancies with the merchant. If your good faith attempt is not successful, we may use our dispute resolution process to act on your behalf and pursue recovery of funds from the merchant, based on your statement supporting your claim, as well as any documentation we may request. We may not be able to recover your funds. We will report the results of the dispute resolution process to you within 120 days; however, we are not obligated to issue a Provisional Credit during the dispute resolution process.

Transaction(s) conducted through a person-to-person payment service provider that transfers funds, such as the Zelle network and Cash App, is intended for use among friends and family. There are no protections or warranties for the purchase of goods and services. Navy Federal is unable to pursue these merchants or the 3rd party recipient for recovery on your behalf through the dispute process.

18. Merchant Credits: Merchants and others who honor the DC may give credits for returns or adjustments, which will appear as credits on your checking account statement.