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,” and the words “Available Balance” and “Current Balance.” 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.

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 not use your DC, you may cancel it 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 extensions, as permitted by law.
   
   b. Account Reopen. You may reopen your account at any time, provided that the account has remained in good standing for a period of not less than 90 days after the account is reopened. Reopening the account will not reopen or recombine debit cards or other means of account access that were closed, terminated, or disconnected when the account was closed.
   
   c. Membership Changes. Navy Federal may restrict the types of transactions, including debit card transactions, allowed on your account after the account is reopened and may re-close your account after processing debits and credits.

3. How Transactions Are Authorized and Posted to Your Account: It is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

   a. Available Balance. The Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted), such as DC Point of Sale (POS) transactions, online transfers, automated teller machine (ATM) transactions, or pending checks, but does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.
   
   b. Current Balance. The Current Balance is calculated after all transactions have posted to your account after the end of the business day (Eastern Time) and includes processes in to your account (credits, deposits, etc.). After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.) in a pre-determined order. The following frequently-used debit transactions are processed in this order: 1) Branch withdrawals; 2) ATM withdrawals; 3) DC or POS transactions that merchants have presented to us for payment; 4) Transfers from one Navy Federal account to another; 5) ACH; and 6) Checks. When more than one transaction from a group is processed on the same day, the checks will be processed in the order of lowest to highest amount within that group of transactions.
   
   c. DC Transaction Authorization. When using your DC to make a purchase, the transaction is authorized based on your Available Balance plus any Checking Protection option (OOPS or CLOC) you have enrolled in at the time of the purchase. Once a transaction is authorized, a temporary hold is placed on your account for the amount of the purchase; you will see this hold reflected in your Available Balance. This hold does not affect or otherwise adjust your Current Balance. This hold will be removed when the transaction posts to your account or after 3 business days, whichever comes first. Before the hold is removed, the merchant has up to 180 calendar days to present the transaction for posting. In some cases, the hold may exceed or be less than the amount of the transaction; for example, for some purchases made at gas stations, restaurants, or hotels for car rentals. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. Ordinarily, we will not authorize DC transactions unless you have sufficient funds available in your checking account plus any Checking Protection option amount you may have. If we previously authorized a DC transaction and then placed a hold that is less than the final transaction amount, we will pay the transaction even if you have insufficient funds and even if you did not opt in to a Checking Protection option for DC transactions.
   
   d. Person to Person (P2P) Original Credit Transactions (OCTs). Transfers of money you receive through Original Credit Transactions (OCTs) often use the Zelle® or Maestro ® network. If you do not choose to opt-in to the Zelle Network identified as a separate transaction on your statement, the fee will be assessed on purchases and ATM transactions as follows:

   a. Transactions made in foreign countries ("Foreign Transactions") will be charged 1.0% of the transaction amount. Foreign Transactions include internet and ATM transactions made while you are in the U.S. (or in any other location) with merchants that process the transactions in foreign countries.

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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 were 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 a fee 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 credit or merchant; 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 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 to a merchant or financial institution using your account or DC, you can request us 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 Transactions: NOTIFY US AT ONCE if you believe that your DC or personal identification number (PIN) has been lost, stolen, or used (or may be 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 losses for unauthorized transactions that occurred in the billing cycle in which the statement was mailed to you may be unlimited unless 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. For details, see our Optional Overdraft Protection Service (OOPS) Disclosures (NFCU 657) and our Checking Line of Credit Agreement and Disclosure (NFCU 33C).

2. Subject 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.

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

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