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 any transaction, refuse any DC transaction, or limit any DC 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 on your DC on time or in the correct amount, when properly instructed by you according to the terms of this Agreement, we will be liable for damages caused by our failure, with some exceptions. We will not be liable in any of the following situations:
   a. If, through no fault of ours, you do not have enough money in your account or in your Checking Protection option to complete the transaction.
   b. 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.
   c. If the ATM where you are making the transfer or transaction does not have enough cash.
   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:
   a. Transactions made in foreign countries will be charged 1.0% of the transaction amount.

8. Documentation of Transactions: It is required 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 be liable for all transactions on your account until you return the unauthorized transaction receipt to us. You also agree to provide improved member service. All other correspondence relating to this Agreement should be addressed to Navy Federal Credit Union, P.O. Box 23003, Menifee, CA 92586.

9. Fees:
   a. 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 or by using our mobile app.

10. Refusal to Honor Your DC: You agree that Navy Federal is not responsible or liable for any merchant, financial institution, or other party’s refusal 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 non-sufficient 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 card issuer or a merchant; to verify the existence or conditions of your savings account for a third party, such as a credit card issuer or a 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 information with these merchants to verify the existence or conditions of 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 out of your account, using your DC, you can request us to stop these payments. You must give us information in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If we can, 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 button on our website. If you delay in notifying us, you may lose all the money you could have recovered if you had notified us sooner.

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 will be no more than $50 if someone used your DC or PIN without your permission.

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 $500. In this case, we will be liable for unauthorized transactions up to $50 for the first 2 business days plus all unauthorized transactions that occur between the date you notify us and the date you receive our notification. We will not be liable for unauthorized transactions after the first 2 business days if we can demonstrate that we had 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 was mailed, your losses will be no more than $50 if someone used your DC or PIN without your permission and, in either case, we will not be liable for any unauthorized transactions that occurred after the 60 days may be and 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.

We advise you to safeguard your DC and protect the integrity of your PIN. Granting use of the DC to another person may result in losses due to their use, loss, misuse or theft of the DC.

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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 yourself 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.

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.

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1 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.
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 and transactions limits, see our Important Disclosures (NFCU 608).