

Navy Federal Credit Union Card (CUCARD®) and Personal Identification Number (PIN) Disclosure Statement

Preamble: As used in this Agreement, the words “you” and “your” mean each and every person using or having a CUCARD with Navy Federal Credit Union, referred to as “we,” “us” or “NFCU.” NFCU’s business days are Monday through Friday, excluding holidays. NFCU may change and amend this Agreement at any time. Virginia law will be used to interpret this Agreement unless federal law applies.

To report your card lost or stolen or for service inquiries, please call 1-888-842-6328. From overseas, 1-800-0-842-6328 or collect at 703-255-8837. Calls may be monitored and/or recorded to provide improved member service. All other correspondence relating to this Agreement should be addressed to NFCU, PO Box 23603, Merrifield, VA 22119-3603. Information concerning NFCU Debit Cards may also be obtained at navyfederal.org under “Debit Cards.”

1. Accepting this Agreement: Use of your CUCARD means you agree to all terms in this Agreement. Please read this Agreement carefully and keep a copy for your records.

2. Membership: You must have an open savings and/or checking account to obtain a CUCARD. A CUCARD may be issued to the member and one joint owner and/or authorized user per account. You understand that providing a CUCARD to your joint owner and/or authorized user will give them access to funds in your savings and checking accounts as well as access to your existing or future selected Checking Protection option (Optional Overdraft Protection Service (OOPS), Checking Line of Credit (CLOC), Automatic Savings Transfers). You remain responsible for repayment of any credit extensions, overdraft amounts and fees.

3. Transactions and Limits: Your Navy Federal CUCARD may be used to withdraw cash from your savings, MMSA, or checking account; make balance inquiries; transfer funds; purchase goods and services at merchants displaying the Interlink® or the Maestro® logo; and obtain cash back with a purchase at participating Interlink or Maestro merchants. Point-of-sale (POS) transactions with cash back and purchases are posted against checking accounts only and your selected Checking Protection option.

The daily transaction limit for purchases is \$3,000. The daily cash limit is \$600, including cash at an ATM and cash back with a purchase at participating merchants.

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your savings and MMSA accounts to six (6) per calendar month. The types of transfers and withdrawals that are limited are those requested by fax, telephone, Internet, pre-authorized transfers or MMSA checks.

4. Use of Card for Illegal or Risky Transactions: It is your responsibility to comply with all laws when using your NFCU CUCARD. 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 authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

5. Liability for Failure to Make Transfers: If NFCU does 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 up to the amount of the transaction. However, there are some exceptions. We will NOT be liable, for instance:

- 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.
- 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.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- If, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood or failure of paying agency to deliver direct deposit payment data) prevent the transfer.

6. Foreign/International Transactions: Transactions made in foreign countries will reflect on your account in U.S. dollars and will be charged a Visa® International Service Assessment Fee. This fee will be identified separately from the transaction amount on your statement. The fee will be assessed on purchases and ATM transactions as follows:

- Transactions made in foreign countries in U.S. dollars will be charged 0.8% of the transaction amount.
- Transactions made in foreign countries in foreign currency will be charged a currency conversion fee of 1.0%.

7. Documentation of Transactions: You can get a receipt at the time you make any transaction from your account using an ATM or POS terminal. Your monthly account statement will identify the merchant, financial institution or electronic terminal where card transactions were made, and the dollar amount of the transactions. If you need more information about an electronic terminal transaction listed on the statement or receipt, please see the Preamble for instructions on how to contact us. We recommend that you document each transaction to maintain an accurate record of your checking account balance. You will get a monthly account statement, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

8. Fees: There is no fee for using your CUCARD 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 under the “About Us” section.

9. Refusal to Honor Your CUCARD: NFCU is not responsible for any merchant, financial institution or other party that refuses to honor your CUCARD.

10. Ownership and Cancellation of the CUCARD: The CUCARD is the property of NFCU. NFCU has the right to cancel your CUCARD at any time, with or without written notice to you. You may cancel your CUCARD whenever you choose by calling us at the number listed in the Preamble.

11. Disclosure of Information to Third Parties: NFCU will disclose information to third parties about your CUCARD account: if we are unable to complete an electronic transfer because of insufficient funds; to complete the transaction; to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; if you give us written permission; and in accordance with our privacy policy.

12. NFCU’s Zero Liability Policy: You are protected against fraudulent use of your card under NFCU’s Zero Liability policy. The Zero Liability policy does not cover transactions not reported to NFCU within sixty (60) days of the statement date in which the transactions appear.

13. Liability for Cardholder: NOTIFY US AT ONCE if you believe your CUCARD or PIN has been lost, stolen or used (or may be used) without your authority. Please use the contact information located in the Preamble of this Agreement.

We advise you to safeguard your CUCARD and protect the integrity of your PIN. You agree that Navy Federal may invalidate your CUCARD or PIN if unauthorized transactions occur as the apparent result of not safeguarding your CUCARD or PIN. Further, you agree that, if NFCU is notified that you have included the credit union in the filing of a petition of bankruptcy, NFCU may revoke or refuse to issue you a CUCARD or PIN.

Granting use of the CUCARD to another person will make you financially liable for loss or misuse of the CUCARD. Notify us at once if you believe your CUCARD or PIN has been lost, stolen or used (or may be used) without your authority.

14. Unauthorized Use: If you notify us within two (2) business days of the loss, theft, unauthorized use or potential unauthorized use, you can lose no more than \$50 if someone uses your CUCARD and PIN at an ATM without your permission. If you do not tell us within two (2) business days and we can prove we could have stopped someone from using your CUCARD and PIN at an ATM without your permission if you had told us, you could lose as much as \$500. If your statement shows any unauthorized ATM or POS transaction(s), advise us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (60) days, provided 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 deployment) kept you from telling us, we may extend these time periods. We will investigate your complaint and correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If we need more time to determine if an error occurred, however, we may take up to forty-five (45) days. For errors involving new accounts, POS or foreign-initiated transactions, we may take up to ninety (90) days to investigate your claim. We will report the results of our investigation to you within three (3) business days. **If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn and you will be responsible for payment.** You may ask for copies of the documents that we used in our resolution.

15. Error Resolution: If you use your CUCARD to withdraw cash or purchase merchandise or services and a dispute arises, we MUST hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared. For transactions involving merchandise or services, you agree to make a good faith attempt to resolve the dispute with the merchant. If your attempts are unsuccessful, please contact us by using the information in the Preamble. Provide us with your name and account number; describe the error or the transaction you are unsure about, and explain as clearly as possible why you believe there is an error OR why you need the information; and tell us the dollar amount of the suspected error and the posting date.

If you tell us orally, we may require that you send additional information in writing to complete your claim. We will investigate your complaint and correct error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If it is determined there was no error and the changes are valid, we will send you a written explanation within three (3) business days after we finish our investigation and any provisional credits will be reversed. If we need more time to determine if an error occurred however, we may take up to forty-five (45) days. For errors involving new accounts, POS or foreign-initiated transactions, we may take up to ninety (90) days to investigate your claim. We will report the results of our investigation to you within three (3) business days. **If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn and you will be responsible for payment.** You may ask for copies of the documents that we used in our resolution.