

AGREEMENT & DISCLOSURES



STAR ATM®, MASTERMONEY™, MASTERCARD® CHECK CARD, & ITEMS COVERED BY ELECTRONIC FUNDS TRANSFER

Dear Credit Union Member,

The Star ATM® Program under this disclosure covers the Star ATM® cards, which include but may not be limited to: the Star®/ATM card, and / or the MasterMoney and Mastercard Debit Card.

Please read this brochure carefully, continued use of your account with us after receipt of this brochure means that you agree to these rules, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from the account balance.

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Buckeye State Credit Union or BSCU ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The word "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally agree to the terms and conditions in this Agreement and any [amendments for the EFT](#) services offered.

- EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

- Star ATM®, CARD(s).** You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, at any STAR®, Pulse, Money Station, or Plus™ Automated Teller machine terminal ("Terminal") and in the use of other electronic transfer services such as Automatic Payroll, Direct Deposits and Pre-Authorized Debits. The use of the card is also subject to the terms and conditions of the Agreement(s) governing your Checking and Statement Savings Accounts (collectively called "Account(s)") and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
 - Make deposits to your share and share draft accounts.
 - Withdraw funds from your share and share draft accounts.
 - Transfer funds from your share and share draft accounts. Obtain balance information for your share and share draft accounts.
 - Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that have the ATM Networks network logo.

ATM Surcharge Notice (ASN)

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (for any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

- The following limitations on the frequency and amount of ATM transactions may apply:
- There is no limit on the number of cash withdrawals you may make

in any one day.

- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- There is a maximum withdrawal amount from ATMs per day of \$500.00 (or \$100.00 from an ATM deposit).

Because of the servicing and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited in ATMs.

- MasterMoney™ MasterCard® CHECK CARD.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, we may terminate all services under this Agreement, unless you have an approved overdraft protection account. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your Card to do the following transactions according to their availability:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept MasterCard.

ATM Surcharge Notice (ASN)

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (for any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

The following limitations on the frequency and amount of **MasterMoney™ Mastercard® DEBIT CARD** transactions may apply:

- There is no limit on the number of **MasterMoney™ MasterCard® CHECK CARD** purchases you make per day.
- Purchase amounts are limited to the amount in your share draft account or \$2,500 per day, whichever is less.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may transfer up to the available balance in your accounts at the time of the transfer.

- Telephone Service (Audio Response).** If we approve the Telephone Service audio response access service for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. You may use the audio response access service for the following transactions according to their availability:
 - Withdraw cash from your share account.

- Transfer funds from your share account to your share draft account.
- Obtain balance information for your share and share draft accounts.
- Determine if a particular item has cleared.

Your accounts can be accessed under the Telephone Service audio response service via a touch tone telephone only. Telephone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

d. Preauthorized EFTs.

- Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share draft account.

- Preauthorization Debits. Upon instruction, we will pay certain recurring transactions from your share draft account.

- Electronic/PC Internet Banking EFTs.** If we approve the electronic/PC Internet Banking access service for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time or in the near future, you may use the Electronic/PC EFT access service to:

- Withdraw cash from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.

- There may be limits to the number of inquiries, transfers or withdrawal requests you may make in any one month. Your accounts can be accessed under the electronic/PC access service via personal computer. Electronic/PC EFT service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The funds service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- Electronic Check Conversion.** You may authorize a merchant or other Payee to make a one-time electronic payment from your share draft account using information from your check to: (i) pay for purchases and / or (ii) pay bills.

- Internet Banking.** Please see your Internet Banking disclosures for the particulars of the program. (Also: See Section "e".)

- Web Bill Pay.** We will process bill payment transfer requests on to those creditors the credit union has designated in the User

Instructions and such creditors as you authorize and for whom the credit union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your account for bill payment transfer by the designated cut-off time on the date you schedule the payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

2. Conditions of EFT services.

- Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

- Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

- Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

- Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instruction regarding any EFT transaction on any account from any joint account owner.

- Fees and Charges.** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by [applicable law](#).

- Star®/ATM fees.

- MasterMoney™ MasterCard® CHECK CARD/Debit Card Fees.**

- Transfer Limitations.** For all share, club, Money Market, and share draft accounts; no more than six (6) preauthorized, automatic, telephone, or internet transfers and withdrawals may be made from each account to another of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or closed.

See our separate Rate & Fee Disclosure [Schedule](#).

- Member Liability.** Tell us at once if you believe your Card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

Presently your liability for unauthorized use of your Debit Card with the MasterCard® logo MasterMoney™ CHECK CARD when it is used as a MasterCard® card will not exceed (A) \$0 if the conditions set forth below have been met or (B) if those conditions have not been met, the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if:

- You report the loss or theft of your card within 2 business days of discovering it lost or stolen; and
- You can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- You have not reported two or more incidents of unauthorized use to us withing the preceding 12 months; and
- Your account is in good standing.

"Unauthorized Use" means the use of your Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. **Remember to report your card lost or stolen or any unauthorized transactions immediately.** This will help prevent unauthorized access to your account and minimize any inconvenience.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: **1-800-474-1155**.

MasterMoney™ MasterCard® CHECK CARD only after BSCU business hours, call: **1-800-523-4175**

or write to: BUCKEYE STATE CREDIT UNION
P.O. Box 848
Akron, OH 44309-0848

5. Right to Receive Documentation.

- Periodic Statements.** Transfers and withdrawals made through any ATMs, Debit Card transactions, POS purchases, audio response transactions, preauthorized EFTs, electronic/PC transactions, or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least

quarterly.

b. You may view your account on Buckeye's Internet Banking at www.buckeyecu.org and keep an accounting of your ATM or debit transactions.

c. Terminal Receipt. You may get a receipt at the time you make transactions (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

d. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling **1-800-474-1155**. This does not apply to transactions occurring outside the United States.

6. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

7. Business Days. Our business days are Monday through Friday, excluding holidays.

8. Credit Union: 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

a. Liability for Direct or Consequential Damages.

- If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving

the billing statement of the participating merchants, you must contact the merchant directly. We are not responsible for investigating such errors.

- Any other exceptions as established by the Credit Union.

b. STOP PAYMENTS. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is 4 hours prior to the close of that business day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

c. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop-payment order to be made within ten (10) days of any oral notification. If we do not receive the written confirmation, the oral stop-payment order shall cease to be binding ten (10) days after it has been made.

d. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before such payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

e. Liability for Failure to Stop-Payment of Preauthorized Transfers. If you order us to stop-payment of a preauthorized transfer three (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.

9. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your

transactions.

- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card or keep it on your person.
- Report all crimes to law enforcement officials immediately.
- Never give your PIN to anyone.
- Always take your receipt with you when leaving the ATM area.
- Get a receipt whenever you buy something.

10. Billing Errors. In case of errors or questions about electronic funds transfers from your share or draft account, telephone us at the following number and send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

1-800-474-1155

or write to: BUCKEYE STATE CREDIT UNION
P.O. Box 848
Akron, OH 44309-0848

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the 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 ten (10) business days, we may not recredit your account.

For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

11. Termination of EFT Services. You may terminate this Agreement

or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions.

We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this agreement for any EFTs made prior to termination.

12. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. Enforcement. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

14. OFFSET. We may (without prior notice and when permitted by law) offset the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we offset, including any balance the due date for which we properly accelerate under the note.

This right of offset does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we offset a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset.

BUCKEYE STATE CREDIT UNION

P.O. BOX 848

AKRON, OH 44309-0848

1-800-474-1155

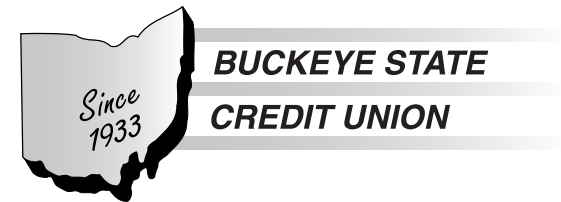
AGREEMENT & DISCLOSURES

for

STAR® ATM CARD

MASTERMONEY™ MASTERCARD® CHECK CARD

ELECTRONIC FUNDS TRANSFER SERVICES



155 E. VORIS ST.

P.O. BOX 848

AKRON, OH 44309

Offices in

**Akron
Ashtabula**

**Alliance
Canton**

Fairport Harbor / Painesville



Member accounts are not insured or guaranteed by any government or government-sponsored agency.

Rev. 3/07

1-800-474-1155