

The Pittsford Federal Credit Union ATM and Check card, hereafter referred to as Debit Card or Card, provides you with all of the features of our ATM Card, and in addition, allows you to make electronic purchases directly from your Pittsford FCU account at more than 13 million VISA locations worldwide. VISA purchases made with a Debit card, by selecting credit, and signing a receipt are debited from your Pittsford FCU Checking account.

Types of Available Electronic Transfers and Limits

You may use your Debit Card and PIN for the following transactions relating to your account(s):

1. Withdraw cash from your checking or savings accounts.
2. Perform balance inquiries on your checking or savings accounts.
3. Transfer funds between your checking and savings accounts.
4. Pay for purchases from your account at locations that have agreed to accept the card.
5. Make deposits to your checking or savings accounts using the CO-OP network. See <http://www.co-opnetwork.org> or contact Pittsford FCU for deposit locations.

NOTE: Some of these services may not be available at all ATMs at all times. For some POS (Point of sale) terminal transactions you may only withdraw from your checking account. Due to different computer updating processes, the account balance indicated at the ATM, POS or Visa terminal may not always reflect the actual balance in your account at Pittsford FCU.

Limitations

You can authorize purchases up to a maximum of \$5,000.00 during any calendar day in addition to the \$1,000.00 daily maximum for ATM withdrawals. Your Debit Card may not be used for any illegal transaction, such as unlawful gambling.

Purchases without using a PIN

Your Debit Card is imprinted with a VISA logo, allowing you to make purchases just as you would with a VISA Credit Card. No PIN is required to complete the transaction, but in most instances a signature is required. At the time of the transaction an inquiry of your checking balance is made. If sufficient funds are available in your account the purchase will be approved. However, the money is not immediately removed from your account. One or more days later and possibly up to 30 days later, a settlement transaction is received by the Credit Union from VISA. This transaction will reduce your Checking balance by the amount of your transaction. You remain liable for the full amount of any VISA purchases made with your Debit Card regardless of when the settlement portion of the transaction is processed. If the Credit Union has to transfer funds from another share account to settle a transaction a share transfer fee may be charged. If sufficient funds are no longer available when the settlement transaction attempts to post, the transaction will overdraw in accordance with the overdraft sequence that you have previously established with the exception that debit card transactions will not overdraw to other accounts you may have with the Credit Union. If sufficient funds are still not available, your account will be reduced by the transaction amount, even if it results in a negative balance.

Non-Visa Debit Transactions:

Pittsford FCU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your Pittsford FCU debit card through one or more of the ATM networks that we participate in. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

- To initiate a Visa debit transaction at the point of sale the cardholder signs a receipt, provides a card number, (e.g., in e-commerce or mail/telephone order environments) swipes or inserts the card through a point-of-sale terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction.

Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa transactions.

Documentation of Transfers

You may get an acknowledgment form at the time you make any transaction from or to your account(s) using either an ATM or POS facility. You may also get a receipt at the time of purchase when using your Debit Card at VISA merchant locations.

Liability for Failure to make Transfers

If we do not complete a transfer from or to your account(s) on time or in the correct amount, we may be liable for your direct losses or damages, except:

1. If the ATM where you are making the transfer does not have enough cash, or;
2. If the ATM, POS, or VISA terminal was not working properly and you were aware of the breakdown when you started the transfer.

Liability for Failure to make Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for losses or damages. However, there are some exceptions. We will not be liable for instance, if:

- through no fault of ours, the available balance in your account is insufficient to make the transfer;
- the money in the account is subject to a Court Order or other encumbrance restricting its removal from the account or is the subject of a dispute.
- we believe in good faith that the transaction is being started without your authorization.
- our failure to complete the transaction is justified by any provision of this Agreement or any other agreement between you and us concerning your account or by law or applicable regulation.
- the right to use your Debit Card has been canceled.
- you use your Debit Card in an incorrect manner.
- circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken to prevent the occurrence.
- There may be other exceptions not stated here.

Liability for Unauthorized Transfers

You are responsible for all transactions you authorize using your Debit Card. If you permit others to use your Debit Card, you are responsible for any transactions they authorize or conduct on any of your accounts.

Consumer Liability

Tell us AT ONCE if you believe your Debit Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by Debit Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you will not get back any money you lost after the sixty (60) days if 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 a long trip or a hospital stay) kept you from telling us, we will extend the above time periods.

VISA Zero Liability

We will extend to you the benefits provided by the applicable VISA Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Debit Card. The Zero Liability Policy covers unauthorized and fraudulent card transactions that are processed over the VISA network. The Zero Liability Policy does NOT apply to ATM transactions or to PIN transactions that are not processed over the VISA network. We may not extend the benefits of the VISA Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by negligence or fraudulent conduct on your part. Negligence may include, but is not limited to, delay on your part, in our judgment, in the reporting of the transaction, account standing and history demonstrating account abuse or misuse, or your failure to fulfill your obligations under this Agreement.

Who to Call for Lost and Stolen Cards or Unauthorized Transfers

If you believe that your Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you should call (800) 836-8010. Under VISA's Zero Liability Policy, you have liability protection for all of your card transactions that take place on the VISA system unless you are guilty of negligence or fraud. Should someone steal your card or your card number or otherwise obtain and use your card or your card number without your permission,

you pay nothing for their activity unless you, yourself, were negligent or fraudulent. If you notice unauthorized activity on your card, promptly contact Pittsford FCU to report it.

It is important to continually monitor your monthly statement to identify any unauthorized transactions. Pittsford FCU may impose greater liability on you if the credit union reasonably determines that the unauthorized transaction was caused by your negligence or fraudulent action—which may include your delay for an unreasonable time in reporting unauthorized transactions. In any case, you must immediately notify the Credit Union of loss, theft or unauthorized use of your card or your card number. Notice of unauthorized use may originally be oral, but must be followed by written notice. Notice must be given to the Pittsford Federal Credit Union, P.O. Box 726, Mendon, NY 14506 or initially by calling us at (800) 836-8010.

Business Days of Pittsford FCU

Our regular business days for posting transactions are Monday through Friday, except for holidays normally observed by the banking community in Rochester, New York.

In Case of Errors or Questions About Your Transactions

Telephone us at (800) 836-8010 or write us at Pittsford FCU, P.O. Box 726, Mendon, NY 14506, as soon as you can if you think your periodic account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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 10 business days. We will determine whether an error occurred within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have 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 10 business days, we may not provisionally credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have provisionally credited your account during the investigation and determine that there was no error, we will notify you of the date on which we will debit your account and the amount to be debited. You should make certain that your account contains sufficient available funds to cover this debit.

Service Charges

The first six ATM withdrawals per account each month are free. POS and Debit Card purchase transactions are free and are excluded from the six. Transactions performed at ATMs owned and operated by Pittsford FCU are also excluded from the six free transactions. Thereafter, we will charge your account and you agree to pay a \$2.00 charge for each transaction over six per account each month.

You may be charged an additional ATM transaction “surcharge” at certain ATMs owned and operated by other institutions and not controlled by Pittsford FCU, even if the NYCE, Co-Op, or SUM network logos are displayed. The owner of the ATM terminal or any network used may charge a fee for a balance inquiry even if you do not complete a fund transfer. An institution implementing an ATM transaction surcharge at their ATMs must disclose to you the amount of the surcharge before you complete your transaction and must give you the option to discontinue your transaction before you incur such a surcharge. Pittsford FCU has no control over these surcharges and does not receive any portion of the surcharge.

Stopping Payment

In view of the immediate posting of some of the Debit Card transactions, you may not stop payment on any Debit Card transaction.

Cancellation

You may not use your Debit Card for any transaction after the expiration date printed on the card. You may cancel card privileges at any time by delivering all cards to us cut in half. We may cancel your Debit Card privileges at any time, and need not give you advance notice of such cancellation. You must return all Debit Cards immediately upon request. Cancellation of Debit Card privileges in no way affects your responsibility for Debit Card transactions

chargeable to your account(s), whenever the transactions are posted to us.

Disclosure of Account Information

We will disclose information to third parties about your account(s) or transfer(s):

1. Where it is necessary for completing transfers;
2. In order to verify the existence or condition of your account to a third party such as a credit bureau or merchant;
3. In order to comply with applicable laws, governmental regulations or legal process;
4. If you give us your written permission; or
5. As explained in our Privacy Policy.

Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by New York State Law. Any disputes regarding this agreement shall be subject to the jurisdiction of the court in the county in which the Credit Union is located.

Share Insurance

Each member is insured by the National Credit Union Administration to at least \$250,000.

Amendments

From time to time, we may amend this agreement. If an amendment results in increased cost or liability to you, decreases the type of electronic funds transfers available to you, or places stricter limitations on the frequency or dollar amount of transactions, written notice of the amendment will be mailed to your current address as shown on our records at least 21 days before the effective date of the amendment. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic funds transfer system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

Enforcement

In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds, 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 appeal, bankruptcy proceedings, and past judgment collection actions, if applicable.

Foreign Transactions

Purchases and cash advances made in foreign countries and/or foreign currencies will be billed to you in U.S. Dollars. The exchange rate to dollars will be determined in accordance with the operating regulations established by VISA International from time to time. As of the date these disclosures were published, those regulations establish the conversion rate as either the rate selected by VISA from the range of rates available in wholesale currency markets; this may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or statement posting date.