

ATM Card Agreement

This ATM Card Agreement outlines the privileges and liabilities of both Horizons North Credit Union (HNCU) and our members regarding the ATM Card and services related to such card. In this Agreement the words, “we”, “us” and “our” refer to HNCU. The words “you” and “yours” mean any member of HNCU.

The term “Card” means the ATM card, which is subject to this agreement as disclosed. The term “account” refers to your regular share account or share draft account.

Use of the Card or Personal Identification Number (PIN) by you, or by any other person you have authorized, guarantees your agreement to use the Card and PIN in accordance with the terms and conditions stated in this ATM Card Agreement, the Membership and Account Agreement, the Account Card, the Truth-in-Savings Disclosure, the Fee Schedule, any Account Receipt included with this Agreement, the HNCU Bylaws, Policies and Procedures and any changes made periodically to these terms and conditions, which collectively govern your ATM Card service.

The Card is the property of HNCU, and you agree to relinquish the Card to us promptly, upon demand. We may revoke the Card at any time without notice or liability.

1. Available Transactions. You may use your Card at CU Link/Plus and CO-OP Network Automated Teller Machines (ATMs) 24 hours a day to:
 - a. Withdraw cash from your account;
 - b. Inquire about your current balance in your account;
 - c. Make deposits to your account (Refer to our Funds Availability Policy in the Truth-in-Savings Disclosure for information regarding the crediting of deposits);
 - d. Transfer funds between your regular share account and share draft account, and vice versa;
 - e. Perform additional types of transactions, which are authorized by HNCU from time to time. We may cancel certain transactions available to you with the Card, or change or add rules, regulations or limitations applicable to the Card. Limitations to the types of and amounts of transactions may vary between ATMs. All transactions using the Card are subject to verification by HNCU.
2. Transaction Limitations. Subject to your available balance in your account, you may withdraw up to \$300 per day using your Card.
3. PIN. You authorize us to issue a PIN to you for use with your Card. This allows you to access your account through ATMs. You agree to hold your PIN in strict confidence, and you agree to notify HNCU immediately of any loss, theft or unauthorized use of your Card or PIN. If the wrong PIN is

entered three (3) times in a 24-hour period the ATM will retain your card as a security measure.

4. Access to Accounts. Any person that you request receive a duplicate Card, or is permitted by you to use your Card, is considered an authorized user. You agree an authorized user is permitted to withdraw any and all funds in the account you now have, or may have in the future, with the Card regardless of whether or not that individual is authorized to withdraw funds from your accounts by means other than the use of the Card. Written notice from you is required to revoke the person's authority to use your Card. The notice will be effective starting with transactions initiated the business day following the day we received the notification.
5. Joint Cardholders. Persons shall become joint cardholders, if more than one person is issued a card on the same account. Any cardholder is allowed and deemed to have the authority to act on behalf of any other cardholder(s) with respect to any and all Card transactions identified in this Agreement and any other transactions we may permit in the future. All cardholders, jointly and severally, are responsible for transactions under this Agreement.
6. Illegal Transactions. You are prohibited from using your Card or PIN for illegal transactions including, but not limited to, Internet gambling. You agree to indemnify HNCU for illegal transactions you conduct using your Card.
7. Documentation of Transfers.
 - a. ATM Transactions. You will receive a receipt at the time you make any transaction at an ATM. Any new balance recorded on the receipt:
 - i. If your account balance after the transaction is completed;
 - ii. May not include deposits in which funds are placed on hold by us;
 - iii. May differ from your records because of deposits not yet credited to your account, uncleared checks or other withdrawals, payments or charges
 - b. Periodic Statements. We provide you with a periodic statement detailing all transactions and activity (including all ATM transactions) posted to your account within the statement period, as provided by law.
 - c. Cardholder Inspection. It is your responsibility to inspect each receipt and statement and inform us of any discrepancies between your records and the receipt or statement. HNCU is not liable for any problem or error if you neglect to contact us within sixty (60) days of the mailing date of the statement, on which the discrepancy first appeared.
 - d. Notice to HNCU. When you report a problem or error you shall provide HNCU with the following information:
 - i. Your name, your account number and your Card number;
 - ii. A detailed description of the error or transfer in question;

iii. The dollar amount of the suspected error

We may require that you file your complaint or question in writing. HNCU will report the findings of our investigation to you within ten (10) business days, twenty (20) business days for transactions initiated outside the United States, of the day we received your notice. However, we may take up to forty-five (45) days, ninety (90) days for transactions initiated outside the United States, to research the discrepancy, in which case we will re-credit your account for the amount which is suspected to be in error, so you will have access to those funds during the time it takes us to complete our investigation.

If we conclude there was no error, we will provide you with a written explanation within three (3) days of the completion of our investigation, and your account will be debited for the amount that was re-credited to your account during the time of our research.

You may request copies of the documents used in our investigation.

8. Lost or Stolen Card or PIN. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your authorization, you shall immediately call:
(303) 451-1146

Or write to:

Horizons North Credit Union
Attn: Card Services
11455 Pearl Street
Northglenn, CO 80233

You agree that you may be liable for the unauthorized use of your Card. You may avoid loss by contacting us in person, by telephone, by email or in writing within two (2) business days of the loss, theft or unauthorized use of your Card. In any case, your responsibility shall not exceed \$50 or the amount of funds, labor or services associated with the unauthorized use of your Card, whichever is less, prior to your awareness of each loss, theft or suspected unauthorized use. "Unauthorized use" refers to the use of your Card by a person other than you, to whom you have not given actual, implied or apparent authority to use the Card.

You will contact HNCU immediately if your statement shows transactions that were not initiated or authorized by you. If you do not notify us within sixty (60) days, you may incur a loss of no greater than \$50, which was caused by unauthorized use of your Card during those 60 days, if we can prove that we would have prevented the transactions to your account had you contacted us in time. The notification deadlines may be reasonably extended if you have a good reason for not contacting us sooner (i.e., prolonged travel out of the area, hospital stay, etc.).

9. HNCU Liability. We shall be liable for any losses or damages, up to the transaction amount, you incur as a result of our failure to complete a

transaction to or from your account on time or in the correct amount, in accordance with this Agreement. We will not be liable if:

- a. Your account lacks adequate funds for the transaction;
- b. Your card is expired or has been reported lost or stolen;
- c. The ATM where you are making the transaction does not have a sufficient amount of cash to complete the withdrawal;
- d. You are aware, at the beginning of your transaction, the ATM is not working properly;
- e. Situations of which we have no control, prevent us from completing the transaction

10. Card Renewal. For your protection, your Card is issued with an expiration date. Upon expiration of your Card, and if your account is active and in good standing, we may issue you a renewal Card. We may not issue a renewal Card if your account is not in good standing or if there has been no ATM activity on your account within six (6) months prior to the expiration of your Card.
11. Service Charges and Fees. Service charges and fees are applied as stated in our Fee Schedule. We may revise the Fee Schedule at anytime, and we will inform you of those changes as provided by law.
12. Death of a Cardholder. The conditions of this ATM Card Agreement shall be binding upon any heirs, personal representatives, and successors of any cardholder after his or her death.
13. Severability. If a court refuses to recognize any segment of this ATM Card Agreement as valid or enforceable, the remainder of this Agreement and other HNCU disclosures shall remain valid and enforceable and will be in complete effect.
14. Enforcement. If you fail to abide by the terms, provisions and conditions set forth in this ATM Card Agreement, you are responsible to us for any loss, cost or expense we incur resulting from your lack of compliance. To recoup any such loss, cost or expense, you authorize us to deduct such amounts from funds in your account, without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Agreement, we shall be entitled, if permitted by law, to recover reasonable attorney's fees, costs and expenses, including fees incurred in connection with any appeal, bankruptcy proceedings and post-judgment collection action.
15. Waiving of Agreement Rights. HNCU may waive any rights afforded to us under this Agreement without notice to you. However, by doing so we do not forfeit our right to enforce such terms and conditions in the future.
16. Governing Law. This ATM Card Agreement shall be governed and construed under HNCU's Bylaws, applicable federal laws and regulations, the laws of the State of Colorado and local clearinghouse rules, as modified or amended from time to time. You consent and agree that any legal proceeding relating to this Agreement shall be brought in Adams County, Colorado, unless prohibited by applicable law.