

ATM Card Agreement

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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, constitutes 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 periodically made by HNCU 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 Plus, STAR® Network and CO-OP Network Automated Teller Machines (ATMs), merchants or other financial institutions 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; and perform additional types of transactions, which are authorized by HNCU from time to time in our sole discretion. 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 transaction and a total of \$1,000 per day using your Card. This amount is subject to change without prior notice to you.

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 to 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 authorized 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. Joint cardholders must be co-owners of the credit union 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 separately, are responsible for any and all transactions completed by any joint cardholder or authorized person under this Agreement.

6. Illegal Transactions. You are prohibited from using your Card or PIN for illegal transactions including, but not limited to, any illegal Internet gambling. You agree to indemnify and hold HNCU harmless 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. Is 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 will 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 promptly inform us of any discrepancies between your records and the

receipt or statement. HNCU is not liable for any problem or error if you fail to provide notification to 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 must 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 and provide notification to the police. 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 provisionally 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 provisionally 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 you account without your authorization, you must immediately call: (303) 451-1146

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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. "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.

If you tell us within two (2) business days of discovering that your card is lost or that an unauthorized transaction has occurred on your account, you can lose no more than \$50. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500 if we are notified within sixty (60) days of you discovering that your card is lost or that an unauthorized transaction has occurred on your account. Also, if your statement shows EFT 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 or when your statement was made available for your review on our website, you may be liable for the full amount of the loss, if 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 may extend the time periods.

9. HNCU Liability. Our liability for any losses or damages related to our failure to timely or correctly complete a transaction to or from your account shall be limited to the transaction amount. We will not be liable if:

- Your account lacks adequate funds for the transaction;
- Your card is expired or has been reported lost or stolen;
- 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 any time, 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 provision 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 any of your credit union accounts.

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.

In the event of a conflict between the terms of this Agreement and the terms of the Credit Union Membership and Account Agreement, the terms of the Membership and Account Agreement shall govern.



**BETTER BANKING
BEGINS WITH MEMBERSHIP.**

www.HNCU.org 303.451.1146

This information disclosed in this brochure is accurate as of July 17, 2015

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Federally Insured by NCUA

11455 Pearl Street,
Northglenn, CO 80233