

4) Member Liability. Tell us at once if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

(a) For Point-of-Sale Transactions Processed by VISA Using your VISA Debit/Check Card. If you believe your card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your card or PIN without your permission. This zero liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your account or your card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

(b) For Signature-based Point-of-Sale Transactions Using your MasterCard Debit/Check Card. If you believe your card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your card and PIN without your permission. The foregoing liability limitation does not apply unless (i) you have exercised reasonable care with the card, (ii) you have not reported two or more incidents of unauthorized use on your account within the preceding 12 months, and (iii) your account is in good standing. If you do not meet these conditions and MasterCard International processed the transaction, your liability will not exceed \$50. If MasterCard International did not process the transaction, your liability will be determined under the standards set forth below for all other transactions.

(c) For All Other Transactions with Your VISA/MasterCard Debit/Check Card. If you tell us within two business days, you can lose no more than \$50 if someone used your 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 card or PIN, and we can prove we could have stopped someone from using your 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 card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 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 800-780-7101 or write to **First Central Credit Union**, P.O. Box 21809, Waco, Texas 76702

5) Right to Receive Documentation.

■ **Periodic Statements.** Transfers and withdrawals made through any Check Card transaction 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.

■ **Transaction Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Check Card transaction with participating merchants.

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

- As necessary to complete transactions; or
- 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; or
- 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 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 your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- 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 PIN in an incorrect manner.
- 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 problem when you started the transaction.
- If circumstances beyond our control (such as a flood, fire 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, PIN, or any EFT facility for making such transfers.
- Any other exceptions as established by the credit union.

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 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.

10) Billing Errors. In case of errors or questions about Debit/Credit Card transactions, please telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. call 800-780-7101 or write to **First Central Credit Union**, P.O. Box 21809, Waco, Texas 76702

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 and 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 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 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 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. For transactions processed by VISA® or MasterCard®, we will credit your account within five business days for the amount you think is in error unless we determine that the circumstances or your account history warrants a delay of up to 10 business days. 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 re-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 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.

11) Termination of VISA Check Card Services. You may terminate this Agreement at any time by notifying us in writing and stopping your use of your card and PIN. You must return all cards to the credit union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your card or PIN for Debit/Credit Card services. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

12) Governing Law. This Agreement is governed by the Bylaws of **First Central Credit Union**, federal laws and regulations, the laws and regulations of the State of Texas 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 collects 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-judgment 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) Safety Precautions. 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.
- Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Consider having someone accompany you to the ATM or night deposit facility if 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 the transaction.
- 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 card.
- Report all crimes to law enforcement officials immediately.



Sanger Branch

6201 Sanger Avenue
Waco, Texas 76710
254-776-9333 • 800-780-7101
(Fax) 254-741-2212

Lobby Hours

Monday-Friday 9:00 a.m.—5:30 p.m.
Saturday 9:00 a.m.—1:00 p.m.

Drive-Thru Hours

Monday-Friday 7:30 a.m.—6:00 p.m.
Saturday 9:00 a.m.—1:00 p.m.

Chapel Branch

9101 Chapel Road
Waco, Texas 76712
254-776-9333 • (Fax) 254-420-4174

Lobby Hours

Monday-Friday 9:00 a.m.—5:30 p.m.

Drive-Thru Hours

Monday-Friday 7:30 a.m.—6:00 p.m.

Hillsboro Branch

117A E. Franklin
Hillsboro, Texas 76645
254-205-0542 • (Fax) 254-582-3285

Lobby Hours

Monday-Friday 9:00 a.m.—5:00 p.m.

Brownwood Branch

2101 Fisk
Brownwood, Texas 76801
325-641-2943 • (Fax) 325-641-2613

Lobby Hours

Monday-Friday 8:00 a.m.—4:30 p.m.

Drive-Thru Hours

Monday-Friday 8:00 a.m.—6:00 p.m.

FirstTeller

254-776-9385
800-492-3843

FirstLink Website

www.firstcentralcu.com

E-mail

firstcentral@firstcentralcu.com



*Everything we do,
we do for you!*

Debit/Check Card Application



AMERICA'S
CREDIT UNIONS®

“We Do Business in Accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.”

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Looks Like A Credit Card, Works Like A Check!

Today there's an easier way to pay ... with the First Central Debit/Check Card. Use it for gas and groceries, dining and entertainment, shopping and more. When you use your Debit/Check Card, funds are automatically deducted from your share draft (checking) account.

- **Easy To Use.** Use your Debit/Check Card wherever you shop or need cash, to have funds deducted directly from your checking account.
- **Everyday Convenience.** Carry just one card instead of checks or cash.
- **Ideal For Home Shopping.** Order merchandise or services easily by phone or mail – without building a credit balance.
- **Makes Budgeting Easier.** Know where your money goes – each transaction is itemized on your monthly statement.
- **Saves Money.** You pay no annual fee or interest.
- **Worldwide Acceptance.** Use it wherever you use VISA® or MasterCard®.

With all the possibilities this card gives you, it's easy to see why you should have one.

**Get your First Central Credit Union
Debit/Check Card today!**



Debit/Check Card Application

Please Tell Us About Yourself

ACCOUNT NUMBER

MEMBER NAME

SOCIAL SECURITY

STREET ADDRESS

CITY/STATE/ZIP

HOME PHONE

WORK PHONE

Please Tell Us About Your Co-Applicant (If Applicable)

JOINT OWNER

SOCIAL SECURITY NUMBER

STREET ADDRESS

CITY/STATE/ZIP

HOME PHONE

WORK PHONE

By signing below, you hereby request and apply for the Debit/Check Card. You understand and agree that a consumer credit report may be requested in connection with this Application and with any renewals or updates. **First Central Credit Union** is relying on what you have stated in this application and you acknowledge that everything you have stated is true. You agree to conform to the Credit Union's rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. If the card will access a joint account, you agree that any use of the card by any party to the account shall be deemed an authorized use. By signing below, you acknowledge that you have been instructed to memorize your Personal Identification Number (PIN), never write it on the card, and never tell anyone the PIN except to persons who are authorized to use the card. If approved, you acknowledge receipt of and agree to the terms of the Debit/Check Card Agreement.

APPLICANT'S SIGNATURE DATE

CO-APPLICANT'S SIGNATURE DATE

Detach, tape closed and mail.

Debit/Check Card Agreement

This Check Card Agreement is the contract which covers your and our rights and responsibilities concerning the Check Card services offered to you by **First Central Credit Union**. In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, any joint owners on any account that may be accessed with the card, and any authorized users or other persons given access to use the card. The words "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. The word "card" means the Check Card and any duplicates, renewals or substitutes we issue to you. Check Card transactions are electronically initiated transfers of money from your account through the Check Card services described. By signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and to any amendments for the Check Card services offered. If approved, you may conduct any one or more of the Check Card services offered by **First Central Credit Union**.

1) Debit/Check Card. You may use your card to purchase goods and services anywhere 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, and there is not an overdraft protection plan that transfers the necessary funds from another account or loan account, we may not pay the amount and may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines of the credit union (if applicable), applicable networks and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make withdrawals from your regular share savings and checking account.
- Make transfers from your regular share savings and checking account.
- Obtain balance information on your regular share savings and checking account.
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at merchants.
- Order goods or services by mail or telephone from places that accept the Debit/Check Card.

The following limitation on the frequency and amount of Debit/Check Card transactions may apply:

- Limited to 10 Check Card purchases per day.*
- Maximum purchase amount of \$200 per day.*
- Limited to 5 cash withdrawals from ATMs per day.*
- Maximum withdrawal of \$200 from ATMs per day, if there are sufficient funds in the account.*
- Limited to 10 POS transactions per day.*
- Maximum POS transactions of \$200 per day, if there are sufficient funds in the account.*

* Member may receive higher amounts upon prior approval.

Important Information Regarding Restrictions on Transfers from Your Share Accounts. Under government regulations that apply to your share accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals, from your share accounts, per calendar month to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer (including automatic overdraft protection transfers), or a telephonic agreement, order, or instruction (including transfers by way of an audio response or home banking system) and no more than three of the six transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are generally not included in this limitation. However, transfers from your share accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your Account may be subject to a fee or closed.

2) Conditions of Debit/Check Card 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 other 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 any 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 Card and PIN.** You agree to keep your card and PIN in a place of safekeeping, refrain from disclosing your PIN to any third party, refrain from writing your PIN on your card, and refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the card or PIN by (i) you, (ii) any other applicant, (iii) any party to any of your accounts which may be accessed by the card, (iv) anyone you permit or authorize to use your card or PIN, and (v) anyone to whom you disclose your PIN or give access to your card or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your card or PIN to us as soon as possible after the loss or theft. If you authorize anyone to use your card or PIN, that authority shall continue until you specifically revoke such authority by notifying us in writing at the address appearing in this Agreement. If you fail to maintain the security of your PIN and the Credit Union suffers a loss as a result, we may terminate your Debit/Check Card 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 Debit/Check Card transactions to or from any share and share draft or loan accounts as provided in the Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized 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 instructions regarding any Debit/Check Card transaction on any account from any joint account owner.

■ **Illegal Transactions.** You agree that you will not cause or allow the card to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such transaction. If you use your card for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the credit union and VISA International, Inc./ MasterCard International, Inc. for your illegal use of the card, and you agree to indemnify and hold the credit union harmless from and against any lawsuits or other legal action or liability that results directly or indirectly from such illegal use.

■ **Currency Conversion.** VISA® Debit/Check Cards - If you effect an international transaction with your Debit/Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be (i) a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a Foreign Transaction Fee as set forth in this Agreement. This fee will apply to all international purchase, cash advance, and account credit transactions.

MasterCard® Debit/Check Cards - If you effect an international transaction with your Debit/Check Card, part of the MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from the day the transaction occurred or when it is posted to your account. We will charge a Foreign Transaction Fee as set forth in this Agreement for all international purchase, cash advance, and account credit transactions.

■ **Overdrafts.** You agree that you will not use your card and PIN to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such withdrawal or transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your account. If your account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You also agree that, at our option, we may post all Check Card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that use of the card and PIN shall be subject to the overdraft and overdraft protection agreements we have with you. If you have an overdraft protection line-of-credit agreement with us, you agree that your use of the card and PIN shall be subject to that agreement.

■ **VISA® Emergency Services.** If we offer Emergency Cash and Emergency Card Replacement services, we may provide personal data concerning you to VISA® U.S.A., its Members, or their respective contractors for the purposes of providing these services, and you consent to the release of such information for these purposes.

3) **Fees and Charges.** There are certain fees and charges for Debit/Check Card services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. The following fees and charges will be deducted from your share draft account as applicable:

- We do not charge for any Check Card purchases at the present time.
- \$0.75 charge only for ATM withdrawals at machines we do not own or ATM machines not listed in the ATM Services section of our website at www.firstcentralcu.com.
- We do not charge for any POS transactions at the present time.
- Replacement card fee of \$5.
- PIN can be changed by phone for a \$1.00 replacement fee.
- Non-sufficient funds fee of \$25.
- Overdraft Privilege fee of \$25.
- Foreign Transaction Fee of 1% of the transaction amount.

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

Use of your card is also subject to other applicable Credit Union fees as set forth in the Truth-in-Savings Fee Schedule.