



## ***Q-Net Internet Banking / Bill Pay Agreement Including Debit Rewards Program, Electronic Fund Transfer Services, and Cardholder Agreement***

This Agreement sets forth the special features of Quincy Credit Union's Q-Net Internet Banking and Bill Pay service. You agree to be bound to any and all the terms of this Agreement and any changes to those terms. The following provisions are hereby added to the rules and regulations governing your Quincy Credit Union accounts.

If you do not agree with the terms and conditions of this Agreement, you may not use Q-Net Internet Banking and Bill Pay Services. Some services such as POP Money (Pay Other People) and DeposZip have separate agreements.

This Agreement shall be governed by and construed under the Laws of the Commonwealth of Massachusetts.

This Agreement may be amended by us from time to time. We will send you a written notice of such amendment, as required by Law, either by email and/or the US Postal Service.

### **Definition of Terms**

In this Agreement the words "you" and "your" refer to each person who requests or uses the Q-Net Internet Banking and Bill Pay service. The words "we", "us", "our", and "QCU" refer to Quincy Credit Union.

### **Authorizations**

You must be a primary owner of a deposit account in order to access the account through On-Line Teller. We are entitled to act on transaction instructions received using your username and password, and you agree that the use of your username and password will have the same effect as your signature authorizing the transaction. We reserve the right to deny any transaction. Wherever used, the words "you" and "your" refer to the account holder or account holders who maintain the checking account to which the bill payer service are effective. If there are more than one of you, each is jointly and severally liable for all obligations. Any owner of the account may ask us to end this Agreement. We are not responsible for notifying any remaining account holders of this termination. Any transfers, bill payments, and other transactions you have previously authorized will continue until we have a reasonable time to act upon your request. Once we have acted upon your request we will make no further transfers, payments, or transactions from your account, including previously authorized transactions. However, you may cancel any recurring transfers prior to terminating the Q-Net Internet Banking Service. You may use Q-Net Internet Banking 24 hours a day, 7 days a week except during any maintenance periods as defined by Quincy Credit Union.

### **Types of Transactions**

The following information and services are available to our Members with Q-Net Internet Banking:

- Check current balances
- Transfer funds between your accounts, including loan payments
- Request a stop payment
- View account information including interest rates and payment due dates
- View account history and cleared checks
- Reconcile transaction that have cleared your account
- Check your member profile and update personal information
- Open a new Certificate of Deposit, Special Share, Money Market Deposit Account, or Checking Account through a secure form
- Pay most bills such as utilities via our Bill Pay Service (if you request this service)
- Set alerts to be received via email or text
- View transactions for POP Money, A2A, and Remote Deposit Capture
- View E-Statements
- Manage Debit Rewards
- Utilize Member Money Management (separate disclosure upon enrollment)

### **Personal Identification Number**

Your username and password are confidential, and you agree not to reveal them to anyone. You understand your username and password are utilized for security purposes to authenticate electronic transfers through QCU's Q-Net Internet Banking and you are responsible for safeguarding your security information. You understand that in disclosing your username and password to anyone, you are providing that person with the authority to perform all transactions relating to all your accounts including the accounts of which you are joint owner and, including Bill Pay services, until you revoke that authority by changing your username or password. You may change your password as often as you like, and we encourage you to change your password every 90 days.

### **Fees**

You understand that there are no monthly maintenance fees associated with QCU's Q-Net Internet Banking or Bill Pay Service at this time, but further understand and agree that QCU reserves the right to begin charging fees in the future if deemed necessary by the Credit Union's Management. [Click here for schedule of fees.](#)

### **Bill Pay Service**

Quincy Credit Union's Bill Pay Service is a separate service offered as a part of Q-Net Internet Banking. Bill Pay service allows you to make payments to third parties from your Quincy Credit Union checking account via your personal computer (PC) or mobile device. To use the Bill Pay service you must have a Quincy Credit Union checking account in good standing. If you close your QCU checking account your Bill Pay service will be terminated. If a Member signs up for this service and does not use it for three (3) consecutive months, Quincy Credit Union may cancel the service. The maximum Bill Payment transaction limit may not exceed \$9,999.99. The maximum daily Bill Payment limit cannot exceed \$19,999.99.

### **How to use the Bill Pay Service**

You can pay anyone in the United States (including Alaska & Hawaii) for both personal and business reasons. You cannot pay businesses outside of the United States. You can cancel or change a Bill Pay request any time prior to 10:30 PM EST on the day before the processing date by "Editing" or "Deleting" the scheduled payment. Once payment is made, you may only stop payment on a bill payment CHECK that has not been processed. There is a \$25.00 stop payment fee that will be deducted from your checking account. Payments sent via ACH (Automated Clearing House), cannot be stopped once they have been withdrawn from your account. If you terminate your use of the Bill Pay Service, any payment scheduled to occur after the effective date of termination will be canceled.

## **Mobile Banking**

To use mobile banking, remote deposit capture, or bill payment services; user must have signed up for Internet Banking first. Go to [www.qcu.org](http://www.qcu.org) to sign up.

QCU Mobile Banking features include:

- Secure login and password
- Multi-factor authentication
- Account balances
- Transaction history
- Transfers between your accounts, including loan payments
- Pay bills
- Set up alerts and messages
- Locations for QCU branches and ATMs
- Deposit checks with DeposZip Remote Deposit Capture
- POP Money (Pay Other People)
- Loan Application
- Debit Rewards

## **Telephone Charges**

You are responsible for any telephone charges that you incur when using Q-Net Internet Banking.

## **Your Liability for Erroneous Transactions**

If you give an account number you did not intend to give in requesting a Q-Net Internet Banking transaction, you are bound. We are not obligated to reverse any transaction when you notify us of an error, and we are not liable for any damages to you arising out of the transaction. You are also bound if someone to whom you give authority performs any erroneous transactions.

## **Our Liability For Payment Errors**

We agree to make a reasonable effort to ensure full performance of Q-Net Internet Banking Services. We will be responsible for acting on only those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in the transmission of instructions arising out of the use of your Internet service provider providing connection to the Internet, or caused by any browser software or other feature of your computer. We are not responsible for any direct, indirect, or punitive damages arising in any way out of your use of Q-Net Internet Banking and/or Bill Pay Services, or for attorneys' fees. Because some states do not allow the exclusion or limitation of certain types of damages, our liability is limited to the extent permitted by law.

## ***Debit Rewards Offers -- End User License Agreement***

In addition to the above content, if you decide to use Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

### **License Grant and Restrictions**

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the Debit Rewards Offers, the terms "Service" and Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance,

Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

### **Ownership**

The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

### **Your Information and Account Data With Us**

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by

third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

### **Your Information and Account Data with Other Financial Institutions**

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, “Financial Account Data”). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

### **Use, Storage and Access**

We shall have the right, in our sole discretion and with reasonable notice posted on the site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

### **Third Party Services**

In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, (“Third Party Services”). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

### **Third Party Websites**

The Service may contain or reference links to websites operated by third parties (“Third Party Websites”). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

### **Export Restrictions**

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

### **Debit Rewards Offers**

If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

### **Debit Rewards**

You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

### **Debit Rewards Offers Account**

You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or misdelivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## ***Electronic Fund Transfer Services and Cardholder Agreement***

### **INITIAL DISCLOSURE OF TERMS AND CONDITIONS OF ELECTRONIC FUND TRANSFER SERVICES**

The following disclosure of terms and conditions relating to your electronic fund transfer service with this institution is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which govern your electronic fund transfer service.

**Contact in Event of Unauthorized Transfer.** Tell us **AT ONCE**, if you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, **call us at (617) 479-5558 ext. 2, during our business hours or write to us at Quincy Credit Union, 100 Quincy Avenue, Quincy, MA 02169. You will have no liability for unauthorized transfers once you have informed us of any such event.**

**Determining the Availability of a Deposit.** The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

### **TRANSFER TYPES AND LIMITATIONS.**

**1. Account Access.** You may use your card, code or check to:

- (a) Have direct deposits made to your statement account at least once every 60 days from the same person or entity;
- (b) Have preauthorized payments made from your statement account;
- (c) Withdraw cash from your statement account;
- (d) Make deposits to your statement account;
- (e) Transfer funds from your statement account(s) to another account in this institution;
- (f) Pay for purchases at places that have agreed to accept this card utilizing its point-of-sale transfer feature;
- (g) Pay for purchases at places that have agreed to accept this card using its debit card feature;

- (h) Authorize the transfer of funds by telephone from your statement account(s);
- (i) Authorize the transfer of funds from your statement account(s) for the purpose of paying your bills through your home computer;
- (j) Authorize the transfer of funds from your statement accounts utilizing your mobile phone;
- (k) Authorize third parties to electronically debit your account at point-of-purchase locations or otherwise utilizing information about your account which you provide to such third parties and which transfer we elect to honor;
- (l) Pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account electronically.

Some of these services may not be available at all terminals, or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.

## **2. Electronic Check Conversion.**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchases, or (ii) Pay bills.

This is called an electronic check conversion and is a process in which your check is used as a source of information, for the check number, your account number, and the number that identifies your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer of funds may be immediate.

## **3. Limitations on Frequency of Transfers.**

You may have chosen to limit access by electronic means to one or more of your accounts.

- (a) You may make unlimited cash withdrawals from our terminals each day.
- (b) You can use your telephone bill payment service to pay bills each day.
- (c) You can use our point-of-sale transfer service for unlimited transactions each day;
- (d) You can use the debit card feature for unlimited transactions each day;
- (e) You may make unlimited transfers from your statement accounts utilizing your mobile phone each day;
- (f) You can use our home computer bill paying service for unlimited transactions each day;
- (g) For security purposes, there are limits on the number of transfers you can make using our terminals.

There may be other limits that apply to your card if you use your card outside of the United States of America.

## **4. Limitations on Dollar Amounts of Transfers.**

- (a) You may withdraw up to \$500.00 from our terminals each day. If we issue you two cards with separate PINs, you can withdraw up to \$500.00 utilizing each card for a daily maximum of \$500.00 in the aggregate utilizing your available balance.
- (b) You may buy goods or services each day using the point-of-sale transfer feature of your card. If we issue you two cards with separate PINs, you can purchase using each card for an aggregate of your available balance.
- (c) You may buy goods or services each day using the debit card feature of your card. If we issue you two cards with separate PINs, you can purchase using each card for an aggregate of your available balance.
- (d) At any time you may limit the amount to be withdrawn to \$50.00 per day upon written notice to this institution.
- (e) For security reasons, there are other limits on the transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system. There may be other limits that apply to your card if you use your card outside of the United States of America.

## **5. Limitations on Preauthorized Transfers.**

If your account is a statement savings deposit account you may not make more than 6 transfers per month to



another account with us or to a third party by means of preauthorized or automatic transfer, order or instruction, or online banking transfers, or by check, draft, debit card, or similar order made by you and payable to third parties.

Preauthorized transfers are not permitted with Club, IRA, Certificate of Deposit or Money Market Deposit Accounts.

## 6. Fees.

Refer to our [schedule of fees](#) for the applicable fees which you may be charged.

- (a) **Per Transfer Charge.** We may charge you for each transfer you make using our electronic fund transfers services as per our [schedule of fees](#).
- (b) **Account Maintenance.** We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount as per our [schedule of fees](#).
- (c) **Dividends.** We pay dividends on accounts accessed by these services as per our schedule of dividend rates.
- (d) **Fees Imposed by Others.** When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry.

## 7. Confidentiality.

We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with a government agency or court orders, or
- (d) Where it is necessary for legal, collection, accounting or auditing purposes, or
- (e) If you give us your written permission.

## 8. Documentation.

- (a) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us during our business hours at the telephone number shown on the front of this disclosure to find out whether or not the deposit has been made. Preauthorized transfers are not permitted with Club, IRA, Certificate of Deposit or Money Market Deposit Accounts.
- (b) **Periodic Statements.** You will get a monthly account statement.
- (c) **Terminal Transfers.** You may get a receipt at the time you make any transfer to or from your account using an electronic terminal such as an automated teller machine, cash-dispensing machine or point of sale terminal. Vendors may not be required to provide a receipt if the transaction is less than \$15.00.

## 9. Preauthorized Payments.

- (a) **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (617) 479-5558 ext. 2 or write to us at Quincy Credit Union, 100 Quincy Avenue, Quincy, MA 02169, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.
- (b) **Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each 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.
- (c) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 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.

#### **10. Financial Institution's Liability.**

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (b) If the transfer would go over the credit limit on your overdraft line.
- (c) If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.
- (d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (e) If the automated teller machine where you are making the transfer does not have enough cash.
- (f) There may be other exceptions stated in our agreement with you.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

#### **11. Termination of this Agreement.**

You may terminate your right to use your card or code by calling us at (617) 479-5558 ext. 2, during our business hours or writing to us at Quincy Credit Union, 100 Quincy Avenue, Quincy, MA 02169 . If you call, we may require you to put your request in writing and get it to us within ten (10) days after you call.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (617) 479-5558 ext. 2, during our business hours or write to us at Quincy Credit Union, 100 Quincy Avenue, Quincy, MA 02169 as soon as you can, if you think your 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 you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number (if any).
- (b) Describe the error or 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.
- (c) 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 recredit 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. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not 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 3 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.

## **CARDHOLDER AGREEMENT**

The following terms and conditions are agreed to by you and us when we issue you a card at your request. To the extent that any of the following terms and conditions are void or unenforceable under applicable law, this Cardholder Agreement shall be treated as if such terms or condition did not exist and all of the other terms and conditions shall continue in full force and effect.

All of the terms set forth in the Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services are hereby made part of this Cardholder Agreement and shall govern the use of your card.

Any account which may be accessed by use of your card may also be governed by a separate set of rules and regulations which shall remain in effect with respect to such accounts, unless inconsistent with the agreements set forth in this Cardholder Agreement in which case the terms and conditions set forth herein shall control.

### **1. Use of Card.**

You may use your card to carry out the transactions described in the Disclosure Statement under the heading "Transfer Types and Limitations". We may agree with you in the future that other transactions can be carried out using your card and, in such event, we will notify you as to those transactions.

You agree not to use your card to effectuate any transaction which is unlawful under applicable law, such as unlawful gambling.

### **2. Limitations on Transfers.**

(a) You may withdraw up to \$500.00 or your available balance (whichever is smaller) from our terminals each calendar day unless you request and are approved for a higher amount. If we issue you two cards with separate PINs, you may withdraw up to \$500.00 or your available balance (whichever is smaller) utilizing each card so that the aggregate amount that may be withdrawn on a daily basis would be \$500.00 or your available balance, if less.

(b) You may purchase, utilizing the point-of-sale feature of your card, of goods and/or services each calendar day from places that accept the card. If we issue you two cards with different PINs, you may purchase using each card not exceed your available balance, if less.

(c) You may purchase, utilizing the debit card feature of your card, of goods and/or services each calendar day from places that accept the card. If we issue you two cards with different PINs, you may purchase using each card not exceed your available balance.

(d) At any time you may limit the amount to be withdrawn to \$50.00 per day. To implement this limit you must give us written notice.

(e) For security reasons, we may impose other limits on transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system.

(f) Use of your card outside of the United States of America may be subject to certain limitations. If you plan to travel outside of the United States, you should contact us for information concerning such limitations in various countries.

(g) If your account is a statement savings deposit account, you may not make more than 6 transfers per month to another account with us or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction, or online banking transfers, or by check, draft, debit card, or similar order made by you and payable to third parties.

### **3. Charges for Use of Your Card.**

We have published a Schedule of Fees which sets forth all applicable charges which we can make in connection with the use of your card or any electronic fund transfer. Please refer to our most recently published Schedule

of Fees. We reserve the right to amend the Schedule of Fees at any time and will give you notice if we do. You agree to pay all such charges which you have incurred and hereby authorize us to charge your deposit account(s) with the aggregate outstanding amount of such service fees and charges from time to time.

#### **4. Processing of International Transactions.**

Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by **VISA**<sup>®</sup> from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate **VISA**<sup>®</sup> itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**A fee of 1%** of the transaction amount posted to your account will be imposed on all foreign transactions made in a foreign currency, including purchases, cash withdrawals or cash advances. **A fee of 0.8%** of the transaction amount posted to your account will be imposed on all foreign transactions made in U.S. dollars, including purchases, cash withdrawals, or cash advances. A foreign transaction is any transaction that you complete or a merchant completes on your card and the cardholder's country is different than the merchant country excluding Puerto Rico, or the US Virgin Islands. This foreign fee will be posted as a separate transaction on your statement. A devaluation of the US dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential, along with any transaction fee for the foreign exchange could result in your account becoming overdrawn.

#### **5. Non Visa<sup>®</sup> Debit Transactions.**

You may use your Visa<sup>®</sup> Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions. To initiate a Visa<sup>®</sup> debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa<sup>®</sup> network. To initiate a non-Visa<sup>®</sup> debit transaction, you may enter a PIN at a point-of-sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa<sup>®</sup> transaction. We have enabled non-Visa<sup>®</sup> debit transaction processing on the Plus, MoneyPass, Visa<sup>®</sup>, and Cirrus network(s). The rights and protections applicable only to Visa<sup>®</sup> debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa<sup>®</sup> networks. Please contact the Credit Union with any questions you may have regarding this notice.

#### **6. Joint Accounts.**

In the event that your deposit account(s) is held jointly with another person(s), each joint holder of said account shall be able to exercise any and all rights hereunder individually and shall be jointly and severally liable for the obligations incurred under this Cardholder Agreement and will be bound by this Cardholder Agreement. Without limiting the foregoing, each person named on the account may utilize any card issued in connection with the account, may close the account, may authorize others to use any card and/or code on his or her behalf, and may agree to amend this Cardholder Agreement and, in any such event, such action shall be binding upon each other person who is bound by this Cardholder Agreement.

#### **7. Evidence of Transactions.**

In the event that we institute legal action against you in connection with this account, we may introduce into evidence a copy, microfilm, or microfiche of any document evidencing transaction under this Cardholder Agreement and such copy, microfilm or microfiche shall be deemed as valid as the original document.

**8. Notices.**

Any notice sent by us shall be effective when mailed to you at your last address on our records. To the extent allowed by law, notices from you to us must be in writing and shall be effective when received by us.

**9. Default.**

In the event that you default in connection with any obligation owed to us, you agree to reimburse us for all costs of collection, including reasonable attorneys' fees.

**10. Maintenance of Accounts.**

As long as this Cardholder Agreement is in effect, you agree to maintain at least one account for which your card can be used. If you close all of such accounts, this Cardholder Agreement will terminate and you must return your card to us immediately.

**11. Ownership of Card.**

The card which we issue to you will remain our property and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of this Cardholder Agreement. We will program the machines in which your card can be used to retain your card following the termination of this Cardholder Agreement and in certain other events.

**12. Authorization to Withdraw Funds from your Account(s).**

You hereby authorize us to withdraw funds from your account(s) to satisfy any transaction which you have made utilizing your card. Such authorization includes the right to charge your accounts for funds distributed to you and for charges which you have incurred pursuant to this Cardholder Agreement.

**13. Amendments.**

We may amend any term in this Agreement or the Disclosure by sending you written notice of such amendment at least 30 days prior to the effective date of such amendment. To the extent permitted by law, we may amend any term set forth in this Agreement or Disclosure immediately to maintain or restore the security of your account or our electronic fund transfer system.