



P.O. Box 2069
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(707) 449-4000 · (800)877-8328

ATM CARD AGREEMENT AND DISCLOSURE

The following terms and conditions governing your ATM Card (the “Card”) constitute a mutually protective service agreement between you and Travis Credit Union (the “Credit Union”). Your acceptance, retention, or use of the Travis Credit Union ATM Card constitutes an agreement between you and the Credit Union. You continue to be bound for all transactions resulting from the use of the card until you give the Credit Union written notice of termination of the account and return the card to the Credit Union.

Eligibility Requirements

To be eligible to apply for ATM Card services, you must:

1. Be at least eighteen (18) years of age. An ATM card may be issued to a minor under 18 years of age if the minor has a valid ID and a parent or guardian has signed authorizing the issuance of the card and affirming that they take full responsibility and assume any liability for use of the card by the minor.
2. Be a member in good standing with the Credit Union.
3. Agree to authorize the Credit Union to obtain a credit report to verify your satisfactory previous checking account and credit history, and determine your eligibility for this service through a national source of the Credit Union's choice.
4. Qualify for the assigned cash withdrawal limit pre-designated for the requested card.

ATM Cardholder Agreement

ATM cardholders hereby agree:

1. To abide by the rules as established by Travis Credit Union relating to use of the ATM Card. These rules are binding upon you as a cardholder.
2. That the Credit Union may follow all instructions given by you for a purchase transaction or for an ATM transaction.
3. That the Card is the property of the Credit Union and will be surrendered immediately to the Credit Union upon request.
4. That your Personal Identification Number (PIN) is your security. This PIN is known only by you, is confidential, and should not be disclosed to third parties or recorded on the card.
5. That as a safeguard against unauthorized use of your card at an ATM, the ATM will not operate (and your card will be captured by the ATM) if your PIN is incorrectly entered three (3) times in a row. Should this happen, please contact the Credit Union during normal business hours.
6. If sufficient funds are not available in your account for the amount obtained at an ATM or for a purchase, and your account balance becomes overdrawn, the Credit Union reserves the right to offset the amount of insufficient funds with your funds from any of your other accounts at Travis Credit Union. If the account is held jointly, use of the singular implies the plural.
7. That your use of the Card when you do not have the available funds in your specified account(s) and overdraft credit is unavailable can result in the immediate cancellation of your Card without prior notice. You must immediately deposit funds for any transaction that resulted in a negative balance in your account(s).

8. If you make an invalid ATM deposit, such as an empty envelope or a check drawn on the same account you are depositing into, you will be charged a significant empty envelope or invalid deposit fee and also risk losing ATM privileges and possibly your account. Please refer to the Fee Schedule for the current fees.
9. That the Credit Union may change the terms and conditions of this disclosure by mailing written notice of the change to your address as it appears on our records at least 21 calendar days before such change is to become effective. However, prior notice need not be given where an immediate change in terms is necessary to maintain the security of your account.
10. That the Credit Union may cancel your card at any time without notice.
11. Any person who applied for the card, or signs the card, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.
12. If you remove your name from a joint account on which a card was issued, you are still obligated for any transaction that took place prior to you removing your name.
13. You are also obligated to repay any charges resulting from the use of the card by another person with your express or implied permission whether or not the person stays within the limits of use set by you. The Credit Union will not be liable for withdrawals made by family members.
14. Any persons who use the card are also obligated to repay the Credit Union for all such charges incurred because of their use of the card.
15. You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.

Unlawful Activity and Internet Gambling

You agree not to use any financial service provided by Travis Credit Union, including without limitation any credit cards, ATM or check cards, loan transactions, or share checking or savings accounts, for any illegal or unlawful purpose. Any illegal or unlawful use of Travis Credit Union financial services by you may, at the option of the Credit Union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You agree to defend, indemnify and hold Travis Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney fees, arising out of, caused by, or related to your unlawful or illegal use of Travis Credit Union financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a Travis Credit Union financial service, including an ATM or check card, VISA® or MasterCard®. Display of a VISA®, MasterCard®, or other payment logo by an online merchant does not mean that Internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

Establishing Your Personal Identification Number (PIN)

Once an ATM card application has been approved, you may select your own PIN at any of our offices or we will mail to you a randomly selected PIN. The Credit Union maintains no record of your PIN.

A PIN can be changed by bringing the card to any branch office during normal business hours for re-encoding. The PIN must be used, together with your ATM card, to conduct transactions at ATMs and Point of Sale (POS) terminals.

Automated Teller Machines (ATMs)

You may access your account with your ATM card at any of Travis Credit Union's ATMs which are generally available for your use seven (7) days a week, twenty-four (24) hours a day. Please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection and repair.

For your convenience, you may also access your account for cash worldwide at any machines displaying any of the symbols pictured on the reverse of your card.

Using Your ATM Card

If you are using your card at a Travis Credit Union ATM, you can:

1. Make deposits to your checking, savings and money market accounts.
2. Make Travis Credit Union loan payments.
3. Transfer funds between your accounts at Travis Credit Union.
4. Withdraw cash from your checking, savings and money market accounts.
5. Check your account balance.

All ATMs that we own and operate are identified as our machines and display Travis Credit Union's logo. If you are using an ATM that is not owned or operated by Travis Credit Union, you can:

1. Transfer funds between accounts at Travis Credit Union.
2. Withdraw cash from your checking and savings. You may withdraw up to your limit (some limitations may apply) per calendar day. Minimum withdrawals are subject to machine limitations.
3. Check your account balance.
4. Make a deposit at any ATM displaying the CO-OP Network® or STAR DEPOSIT® symbols.

You may also use your ATM card (if linked to a checking account) to pay for purchases at places that have agreed to accept ATM cards (Point of Sale Transactions). If you only have a Prime Share Savings Account linked to your ATM card, your card cannot be used to make Point of Sale (POS) purchases.

Availability of Funds

If you make a deposit after 3:00 p.m. at an ATM on a business day, we may consider that the deposit was made on the next business day; if you make a deposit on Saturday, Sunday or a legal holiday, we will consider that the deposit was made on the next business day. For purposes of availability of funds, business days are every day except Saturdays, Sundays and federal holidays.

Funds from deposits made at any ATM are subject to verification and may not be available for immediate withdrawal. Please see our Funds Availability Disclosure Brochure for details.

Charges

There is no charge to use your card at an ATM owned and operated by Travis Credit Union or another credit union's ATM that reflects the CO-OP Network® symbol. Please refer to the current Fee Schedule for overdraft charges and for our charges for ATMs not owned by Travis Credit Union or non CO-OP Network® ATMs. For a complete list of CO-OP Network® ATM locations, please visit www.co-opnetwork.org.

When you use an ATM not owned by us or a non CO-OP Network® ATM, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. In addition, there may be a special charge for certain transactions performed at a Point of Sale (POS) terminal or merchant. These charges are from the vendor or financial institution used and are not charges of Travis Credit Union.

Limitations on Frequency and Amount of Transfer

1. **ATM Withdrawals** Cash withdrawals from any ATM can be made as often as you like. Provided there are sufficient funds in your account, you may withdraw up to your daily limit per calendar day. (Minimum withdrawal subject to machine limitations).
2. **Point of Sale** Point of Sale withdrawals from a checking account may be subject to limitations. If you only have a savings account linked to your ATM card, your card cannot be used to make Point of Sale purchases.
3. **Overdraft** Overdrawn ATM card withdrawals from a checking account will be covered if your previously elected overdraft source contains sufficient funds or an ample available credit limit.
4. **Deposits** Deposits and payments made at a Travis Credit Union ATM will be credited subject to verification upon opening the ATM and the Credit Union's actual collection of any non-cash item.

Your Liability for Unauthorized Use

Tell us AT ONCE if you believe that your card or PIN has been lost or stolen, or your account has been charged for an amount that you did not authorize. Telephoning the Credit Union is the best way to limit your possible losses (please refer to the section entitled "How to Contact Us" at the end of this disclosure). You could lose all the money in your account plus your maximum overdraft line of credit.

If you believe that your card or PIN has been lost or stolen or that your account has been charged for an amount you did not authorize, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your ATM card and PIN without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the unauthorized transfer or of the loss or the theft of your card and/or PIN, and we could have prevented further unauthorized transfers or we could have stopped someone from using your card and/or PIN without your permission, you could lose as much as \$500.

Also, if your statement shows 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, you may not get any money you lost after sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may, at our sole discretion, extend the time periods.

Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with your card.

You are obligated to repay any charges resulting from the use of the card by authorized users, whether or not the person stays within any limits of use set by you.

You give your consent to the Credit Union to release any information regarding your card and/or card account to any local, state, and/or federal law enforcement agency so that the information can, if necessary, be used in the investigation and/or prosecution of any person(s) who may be responsible for fraud involving your card and/or card account.

In Case of Errors or Questions

Call or write us at the telephone numbers and address listed in the “How to Contact Us” section of this disclosure, as soon as you can, if you think that your statement or receipt is wrong or you need more information about an ATM transaction, transfer or purchase listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You will need to tell us:

1. Your name and account number,
2. A description of the error you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information,
3. 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 has occurred within ten (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 credit your account within 10 business days (20 business days if your account has been open for 30 days or less) 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 the error concerns an electronic funds transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale transaction, or (3) a transaction occurring within 30 days after the first deposit is made to a new account, a 90-day investigation period will apply. 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 credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call or write us at the telephone numbers and address listed in the “How to Contact Us” section of this disclosure.

Our Liability

Travis Credit Union shall be held liable to the member for all damages caused in the case of a failure on our part. However, if the action or failure to act was not intentional and resulted from a good faith error, even though we maintain procedures reasonably adapted to prevent such error, we shall be liable for only actual damages proved.

Travis Credit Union's liability may arise 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 could be liable for your losses or damages.

There are some exceptions to the extent of Travis Credit Union's liability. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to complete the electronic transaction and the transaction would exceed the credit limit of your personal line of credit, if you have one, or the available balance in another account, which had been previously designated as an overdraft source.
2. If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire, flood, earthquake, labor disputes, power or computer failure) prevent the electronic transaction from being completed, despite reasonable precautions that we have taken.
6. If our failure to complete the transaction is done to protect the security of your account.
7. If there are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.

In no event will the Credit Union be liable for consequential indirect costs or damages.

The Credit Union will carry out instructions given to the ATM or to us by written direction to implement a pre-authorized transfer. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and hold the Credit Union harmless from all cost, claims, damage, or liability which it sustains as a result of carrying out instructions, received through an ATM, from the card holder in a reasonable manner.

Termination

The Credit Union reserves the right to discontinue ATM card services at any time, without prior notice, subject to applicable laws and regulations. You may terminate your agreement(s) with the Credit Union at any time by giving prior notice or by terminating your membership.

Collection Expenses

If the Credit Union has to file a lawsuit and obtains judgment to collect what you owe us, you agree to pay the Credit Union's expenses, including attorney fees, as may be determined by the court.

Documentation

All ATM card transactions will be reported with your regular account activity on a statement mailed to your address of record. For this reason, always keep the Credit Union informed if your mailing address changes. You will have the option to receive a receipt each time you use your card. Always compare the receipt against your account record and statement.

Account Information Disclosure

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

1. Where it is necessary to complete the transfers.
2. In order to verify the existence or condition of your account for a third party, such as a credit bureau.
3. In order to comply with government agencies or court orders.
4. If you give us your written permission.

Please refer to our Privacy Policy, which was provided to you separately.

Protecting Your Privacy, Your Card and Your PIN

ATM cards are convenient and make it much easier to get cash from your account or purchase services or goods. Unfortunately they also leave us more vulnerable to fraud, ID theft and other crimes.

Following a few simple tips may help to protect you.

- Memorize your PIN. Don't write it on your card or anything you carry in your wallet or purse. If your purse is stolen the thief would have both your card and PIN.
- When you choose a PIN, don't pick something obvious. Don't make it easy for the thief. For example, if your first name is "John" or "Jane," don't use this as a PIN. Thieves may try your name, spouses' names and even children's and pets' names.
- Protect your card just as you do your checkbook and credit cards.
- Don't share your card or your PIN. You are responsible for all activity on your account.
- Be sure to take your card and any receipts from the ATM when you're finished. Don't throw away anything with account information at or near the ATM.
- Make sure your ATM receipts and any merchant receipts match the transactions on your monthly statement. Let us know if you have any unverified transactions.
- Beware of "official" scams. No Travis Credit Union employee will ever ask you for your PIN, or to withdraw funds from an ATM for any reason. If someone from Travis Credit Union calls you on the telephone, ask for their extension and then call them back. Use our toll-free number 1 (800) 877-8328. This will ensure that they represent Travis Credit Union.
- Never give out personal information over the telephone or on the internet unless you initiated the call or connection.

Keep Safe at ATMs

Follow these safety tips every time you use an ATM:

- Scan the area. Be watchful, especially at night. If you notice a suspicious person or your intuition tells you it is not safe, leave the area immediately. If you are in the middle of a transaction, cancel it and leave the area. Report any suspicious activity to the Credit Union and/or local law enforcement agencies.
- If you use an ATM after dark, try to have someone with you. Always make sure the ATM and parking lot are well lighted.
- Be prepared when approaching an ATM. Have your card and completed deposit forms ready to speed up the transaction.
- Stand directly in front of the ATM to keep others from seeing your PIN.
- If you're making a withdrawal, don't count your cash until you're safely inside your locked car or in a secure area.
- When using a drive-up ATM, pull up as close as possible to the machine and be sure your vehicle doors are locked and windows closed. Lower the driver's window only to complete the transaction.
- Take your receipts with you.
- If someone else is using the ATM, stay back a safe distance to allow privacy.

How to Contact Us

Call (707) 449-4000 or (800) 877-8328 from 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., Saturdays (Pacific Time) excluding holidays.

If your card is lost or stolen, call the numbers listed above during normal operating hours. Visit any branch office or write to us at the address below:

Travis Credit Union
Attn: Member Service Center
P.O. Box 2069
Vacaville, CA 95696-2069