

STAR CARD AND ELECTRONIC FUND TRANSFER
TERMS AND CONDITIONS

DEFINITIONS

In this Agreement and Disclosure statement ("Agreement"), the words "you" and "your" mean each and all of those who agreed to be bound by this agreement at the time of application. Use of this card acknowledges receipt and agreement to the terms. "Card" means the Star ATM Card and any duplicates, renewals or substitutions the Credit Union issues to you. "Account" means the account designated on the application for your Card. "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement. "Transaction" means use of the Card or the Account number on the Card and a **Personal Identification Number** ("PIN") required to perform a transaction with the Card. "ATM" means automated teller machine.

Use of the Card

- get cash withdrawals from your account
- make deposits at **STAR** machines into your account
- transfer funds between allowable accounts
- balance inquiries

Some of these services may not be available at all terminals.

Limitations on Dollar Amounts and Frequency of Transactions

- no more than 2 transactions may be made at an ATM per day.
- maximum withdrawal of \$500.00 per day at an ATM (You may only be able to withdraw cash in certain multiples, as indicated at each ATM).
- In compliance with Regulation D, only six (6) automatic transfers per month from your savings account.

Charges for Transactions

- \$1.00 per transaction
- \$25.00 Insufficient Funds Fee (NSF)
- \$10.00 Card Replacement Fee
- \$20.00 Return Deposit Item Fee

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

Documentation

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs.

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, you can call us at (513) 765-6075 or 1-800-769-8934 to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transactions

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 you have an overdraft line and the transfer would go over the credit limit;
- c) If the automated teller machine where you are making the transfer does not have enough cash;
- d) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- f) There are other exceptions stated in the Customer Agreement below.

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 government agency or court orders; or
- d) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability

Generally. 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 plus your maximum line of credit, if you have one. If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or your PIN without your permission. (If you believe your card and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or PIN without your permission).

If you do NOT tell us within 2 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 and/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, 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 on 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.

(b) Contact in event of unauthorized transfer.

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Our business days are shown on the back page of these Terms and Conditions. Holidays are not included.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers.

Call or write us at the telephone or address listed in this brochure 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 the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any)
- 2) Describe the error or the 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.
- 3) 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time,

however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) 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 the transfer involved a new account) 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 question in writing and we do not receive it with 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

MEMBERS TRUST FEDERAL CREDIT UNION
4000 LUXOTTICA PLACE
MASON, OH 45040

Business Days: Monday through Friday

Closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day

Phone: (513) 765-6075 Toll Free (800) 769-8934

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

CUSTOMER AGREEMENT

1. The signing of a signature card and/or the request for or the use of a STAR Card shall indicate your assent to these Terms and Conditions and to any modification thereof. Any such modification shall become effective and be binding 15 days after notice of the modification is posted in our main office except where the Federal Electronic Fund Transfer Act provides otherwise.

2. In the event that you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received a pre-notification regarding such deposits or payments.

3. Final credit of all deposits and payments made by you at a terminal is subject to verification by us of the actual amounts deposited and paid (including conversion rates for foreign currencies), notwithstanding the figure shown on the receipt you received at the time of deposit or payment. Funds from any deposits (cash or check) made by you at the terminal will be available to you pursuant to the terms and conditions of the funds availability policy applicable to your account. No payment made at a terminal will actually be made by us to the payee until verification of actual amounts paid, which, along with the time of transmittal to the payee, may take up to 3 business days.

4. Certain types of deposits, including but not limited to checks that are not properly endorsed, cannot be accepted at our terminals. We reserve the right to reject such deposits.

5. We reserve the right at our sole discretion to determine what bills may be paid by you at our terminals and to reject those payments which we have not agreed to accept. We also reserve the right to reject partial payments and any other payment not in an approved amount.

6. Credit card cash advances from a terminal and other loans made to you as a result of transactions by you at a terminal (such as an advance from your overdraft line of credit if you have one) are repayable, together with all charges due on such advances or loans, as provided in the terms and conditions of your credit card agreement, or your loan agreement, whichever is applicable, as they may be amended from time to time.

7. Each STAR Card issued by us remains our property, is not transferable and may be cancelled or revoked by us at any time without notice. In the event of cancellation or revocation your card must be surrendered to us upon demand. If you attempt to use your card after it has been cancelled or revoked it will be retained. For your protection, your STAR Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

8. No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your STAR Card is damaged, has expired, has been cancelled or revoked or is retained for any reason or your account has been closed.

9. We reserve the right at any time and without notice (except as may be required by the Federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of your STAR Card or to add new services.

10. To the extent applicable, the general Rules and Regulations governing your accounts with us, also apply to your use of your STAR Card and to any electronic fund transfer made from or to your accounts. These Terms and Conditions will control, however, in the event of any conflict between the Rules and Regulations governing your accounts and the provisions of these Terms and Conditions.

11. These Terms and Conditions are subject to and governed by all applicable state and federal regulations and, from time to time, shall be deemed automatically amended to the extent necessary to comply therewith.

Staying Safe at the Cash Machine

- **Never write your PIN** on your ATM card. If you share the card with family members, like your children, impress upon them that they must memorize the PIN and never divulge it to anyone outside the family. Anyone having your card and your PIN can make unauthorized withdrawals from your account.
- **Be prepared to conduct your transaction** when you approach the ATM. Have your card ready and know what transaction or transactions you want to conduct.
- **Check out the environment** as you approach an ATM. If bystanders seem to be loitering rather than conducting business, go to another machine or come back later. If someone seems to take untoward interest in you or your transaction, leave the area first and report suspicious behavior to the police. If you don't feel safe, don't use that ATM.
Pay attention to activity around the ATM as you leave, too. Secure any cash you withdraw before leaving the machine—don't count your money at the ATM when your transaction is complete. Count it when you return to your locked car.
When using a drive-through ATM, keep all doors locked and all windows up, except the driver's window. Again, scope out the environment and go to another machine if something strikes you as odd.
- **Shield the screen and keypad** with your body as you use an ATM to prevent others from seeing your PIN. Crooks can spy on your activities and steal your transaction numbers, even from some distance, by using binoculars. This activity, common in some airports at both cash machines and pay telephones, is called "shoulder surfing."
- **Take your receipts with you** and check them against your statements before shredding them.
- **If your card is lost or stolen**, report it immediately to the card issuer. Examine your statements promptly to identify unauthorized transactions. Your liability is \$50 if you notify the card issuer within two days, but can rise considerably if you neglect to report the misuse or loss of your card within that time.

We recommend that you review this brochure and retain it for future reference.

NOTICE: THESE TERMS AND CONDITIONS RELATE TO THE USE BY YOU OF YOUR STAR CARD, IF YOU HAVE ONE, INCLUDING, WITHOUT LIMITATION, TRANSACTIONS EFFECTED THROUGH USE OF YOUR STAR CARD THAT ARE GOVERNED BY THE FEDERAL ELECTRONIC FUND TRANSFER ACT. PLEASE REFER TO YOUR IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS BROCHURE FOR COMPLETE DETAILS OF YOUR RIGHTS AND RESPONSIBILITIES OR FOR OTHER INFORMATION RELATING TO YOUR ACCOUNT(S).

Revised 02/2007