



## Checkcard Agreement and Disclosure

### Information Provided in Compliance with Regulation E

This agreement covers your CheckCard ("CheckCard") with Nymeo Federal Credit Union ("Nymeo" or "Credit Union"). In this agreement, the words "you" and "your" mean each and all of those who apply for the card or who receive this agreement. "Card" means the Nymeo CheckCard and any duplicates and renewals we issue. "Account" means your CheckCard account. "We," "us" and "our" means the Credit Union.

#### Terms and Conditions:

#### The cardholder hereby agrees:

**1. General Agreement.** This is a general agreement covering your use of the CheckCard. If an overdraft loan to your checking account results from your use; refer to your Credit Line Disclosure. If you have a joint account, both of you are bound by the agreement, and each of you is responsible for payment of the entire amounts which may become due.

**2. Responsibility.** The CheckCard is issued for your use only. You assume responsibility for all transactions, fees or charges associated with the account.

**3. Ownership of Card.** The card is the property of the Credit Union and is subject to cancellation at any time at the discretion of the Credit Union. The card must be returned to the Credit Union upon request. It may be impounded automatically by a machine. You may cancel CheckCard privileges by notification to Nymeo in writing and physically surrendering each CheckCard issued to you and any joint owners of your account. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards to us.

**4. Personal Identification Number (PIN).** You will be assigned a Personal Identification Number (PIN). At no time should the PIN be revealed or made available directly or indirectly to any other person. You agree to be solely responsible for the security of your PIN and you agree not to give your PIN to any other person or to allow others to use your PIN or your CheckCard. If you allow others to use your PIN and/or CheckCard, you are financially responsible for all transactions made by others who have access to your PIN and/or your CheckCard. If you believe your PIN is being used without your permission you agree to contact us immediately so we may block the use of your CheckCard. Your failure to do so may result in you being financially responsible for the transactions related to such unauthorized use of your PIN.

**5. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us regarding your credit standing, to the extent authorized in our By-laws.

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

- When it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court order
- If you give us your written permission.

**7. Fees.** There are no separate fees associated with CheckCard transactions; however, each transaction is treated as a checking account debit and checking account fees apply for use of this feature. These

charges are disclosed on the rate and fee schedule provided to you when the account is opened and updated from time to time. The rate and fee schedule is also located on our website, [www.nymeo.org](http://www.nymeo.org). To Opt-In to Courtesy Pay for one time debit or ATM transactions please visit our website or local branch to complete the Opt-In form.

**8. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your card.

**9. Business Day.** Nymeo business days are Monday through Friday from 8:30 a.m. to 4:30 p.m. exclusive of holidays.

**10. Illegal Use.** You may use your Nymeo VISA CheckCard to conduct any transaction or obtain any Credit Union service permitted by law. You agree that the use of the VISA CheckCard to obtain service or effect a transaction that is illegal under the law of any jurisdiction where originated, affected or accomplished will be a default and breach of this agreement. If illegal use of your VISA CheckCard occurs, Nymeo may terminate access to the service or withdraw the right to use the VISA CheckCard and/or demand the return of all VISA CheckCards or other access devices issued to you. Also, if illegal use of your VISA CheckCard occurs, you waive the right to sue Nymeo, and agree to indemnify and hold Nymeo harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against Nymeo arising out of or resulting from the illegal use of the VISA CheckCard. The following restriction on the use of your Nymeo VISA CheckCard is being implemented in response to litigation arising from the use of the card to secure credit at or from establishments that permit betting, including the sale of lottery tickets, Casino Gaming Chips, Off-Track Betting and Wagers at Race Tracks. The Nymeo system is set to decline any transaction which includes the VISA merchant code 7995-Betting. We apologize for the limitation on the use of your VISA CheckCard but feel that the threat of litigation is sufficient to warrant this step to protect your credit union's resources. We will notify you of any subsequent changes in this policy.

**11. Returns and Adjustments.** If you are entitled to receive a refund from a merchant for a purchase made with your CheckCard, the method by which you use your card will determine how the merchant performs the credit. Merchant credits may take as long as 30 days to post.

**12. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be charged against your account in U.S. Dollars. The exchange rate for international transactions will be a rate selected by VISA from the range of rates available in wholesale currency markets, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date, plus 1%. Any purchase made in a foreign currency will be converted to U.S. Dollars based on the rate that VISA International receives in the wholesale market plus a 1% International Service Assessment fee.

**13. No Stop Payment.** Since CheckCard transactions result in direct charges to your checking account, there are no stop payment privileges.

Recurring monthly charges may be stopped after contacting the merchant to receive a confirmation code for the charges to be stopped. The availability to stop recurring monthly charges may depend on your contract with the merchant.

**14. Nonwaiver of Rights.** We can delay enforcing any of our rights under this agreement without losing those rights.

**15. Right of Offset.** You agree that the terms and provisions of the Membership and Account Agreement are incorporated herein. In the event of default in your payment, Nymeo has the right to enforce collection of sums due from you through its statutory lien rights as allowed by the Federal Credit Union Act. This means that any funds placed on deposit into

**Lost or Stolen Cards, Unauthorized Use:**

1. If you believe that your card or PIN has been lost or stolen, or there has been unauthorized use of your CheckCard, immediately call 800-472-3272. A \$10.00 fee will be charged for a replacement card.

2. Study your statement transaction carefully. If the statement shows transfers or purchases that you did not authorize, notify the Credit Union at once. Call:

**1-855-436-4100 or 240-436-4000**  
**or write:**  
**Nymeo**  
**Attention: ESD**  
**5210 Chairmans Court**  
**Frederick, MD 21703**

**Methods of Access:**

Your CheckCard is a multiple purpose card. The available uses are:

**1. Purchases from Merchants.** You may use your card to make purchases from merchants just as you would a credit card. However, the amount of the purchase will be deducted from your checking account instead of appearing on a credit card monthly statement as a charge purchase with a grace period for repayment. Signatures are not required for some purchases under \$25.00. Merchants are not required to provide a printed receipt for purchases under \$15.00.

**2. Cash Advances.** You may use your card to obtain cash advances from participating institutions just like you would use a credit card. However, the amount of your cash advance will be charged directly to your checking account instead of appearing on a monthly credit card statement.

**3. Automated Teller Machine (ATM).** You may use your card by using your PIN at an ATM in the networks in which Nymeo participates (STAR/PLUS, VISA, CO-OP, ALLPOINT)

- (1) Be aware of your surroundings when using an automated teller machine, particularly during the hours of darkness.
- (2) Be accompanied by another person when using an automated teller machine during the hours of darkness.
- (3) Refrain from displaying cash; place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- (4) Use another automated teller machine or return at a later time if anything suspicious is noticed.
- (5) Cancel the transaction, place the card in a pocket or leave if anything suspicious is noticed when using an automated teller machine, and
- (6) Immediately report all crimes to the operator of the automated teller machine and to local law enforcement officials.

an account that you have access to are subject to being debited in the amount necessary to satisfy your financial obligations to Nymeo.

**16. Amendments.** We may amend this agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, amendments will apply to your existing account balance as well as to future transactions.

**17. Acceptance of Agreement.** You understand that use of your CheckCard will constitute acknowledgement and receipt of these disclosures and acceptance of terms and conditions contained in this Agreement.

**4. Purchases from Merchants through Point of Sale (POS) Terminals.** At those merchants where purchases may be made through POS terminals, you may use your card along with your PIN without a limit on the number of transactions, up to your available checking account balance plus any Nymeo Credit Line availability. The amount of your purchase will be charged directly to your checking account.

**5. Nymeo Credit Line.** Since the use of your card means direct charges to your account, you may access your Overdraft Credit Line, if available, when a transaction exceeds your available account balance.

**Access Limitations:**

1. Assuming available funds are in your checking account, you may withdraw up to the limit set on your CheckCard; the default limit is \$400 in cash within a 24-hour period from any network approved ATM.

2. Transactions done at the end of the month may not appear until the following statement cycle. A fee of \$1.50 will be charged for each Non-Nymeo ATM transaction. This fee may change from time to time as our fee schedule is modified.

3. You will be charged a fee for each non-sufficient funds transaction. These charges are disclosed on the rate and fee schedule provided to you when the account is opened and updated from time to time.

4. If you have available funds on a Nymeo Credit Line, it will be advanced to cover any ATM overdraft. If funds are not available to cover a withdrawal; you must immediately repay upon demand any overdraft(s) along with any overdraft fees per occurrence.

**Documentation of EFT Transactions:**

You will receive a receipt at the time you make a transfer, withdrawal or purchase with your CheckCard. Your monthly statement will identify the merchant, electronic terminal or financial institution, at which transactions were made, but purchases, cash advance drafts, credits or other slips cannot be returned with the statements. You should retain the copies of such slips furnished at the time of the transaction in order to verify the monthly statement.

**Liability of Nymeo Federal Credit Union:**

The Credit Union shall only be liable to a cardholder for losses or damages caused by the Credit Union's gross negligence which results in our failure to complete a transfer from your account on time or in the correct amount according to our agreement with you, except in the following instances:

1. If, through no fault of the Credit Union, you do not have sufficient funds in your account to make the transfer.
2. If the transfer would exceed the account balance or credit limit on your Nymeo Credit Line.
3. If the ATM had insufficient funds to complete the transaction.

4. If the funds in your account are subject to legal process or other encumbrance.

5. If an act of God or other circumstances beyond our control prevent the transfer despite reasonable precautions that have been taken.

6. If there is a technical malfunction known to the cardholder at the time the cardholder attempted to use the ATM system.

**In Case of Errors or Questions About Your Statement:**

Telephone or write us immediately, at 1-855-436-4100, Nymeo, Attention: ESD, 5210 Chairmans Court Frederick, MD 21703, if you think your statement or receipt is wrong or if you need more information about a transaction 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.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or 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 tell you the results of our investigation 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 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. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale debit card transaction, or (3) a transaction occurring within the first 30 days after deposit to a new account, a 90-day investigation period in place of the 45 days 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.

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