



## Mastercard Debit Card Application

The person(s) signing below requests a Mastercard Debit Card for access to their accounts with Members Choice Credit Union. By signing this application, and/or using the Card, each of you, jointly and separately, agree to the terms and conditions of the Electronic Fund Transfer Disclosure included in the Members Choice Credit Union Deposit Account Contract Part 2, available in the Disclosure section of our website at [www.mccu.com](http://www.mccu.com). If you do not have the ability to obtain an electronic copy, please request a paper copy and one will be mailed to you.

Name \_\_\_\_\_ Last four digits of Account Number \_\_\_\_\_  
Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Date of Birth --/--/--  
Last four digits of Driver License \_\_\_\_\_

By signing you acknowledge you have received the Mastercard Debit Card Agreement & Disclosure of Terms and Conditions.

Signature \_\_\_\_\_ Date --/--/--

Name (if applicable) \_\_\_\_\_  
Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Date of Birth --/--/--  
Last four digits of Driver License \_\_\_\_\_

By signing you acknowledge you have received the Mastercard Debit Card Agreement & Disclosure of Terms and Conditions.

Signature \_\_\_\_\_ Date --/--/--

Please return this form with two forms of identification via email to [memberservices@mccu.com](mailto:memberservices@mccu.com), fax at [281-754-5046](tel:281-754-5046), or by mail to 18211 Katy Freeway, Houston, TX 77094, or drop it off at any of our branch locations.

Please contact us with any questions at [281-398-9900](tel:281-398-9900) / [800-753-2428](tel:800-753-2428).

\*Please review the attached Mastercard Debit Card Agreement & Disclosure of Terms and Conditions.\*

\*Retain a copy for your records.\*

**Mastercard Debit Card Agreement  
& Disclosure of Terms and Conditions  
June 2020**

Please read this entire Agreement and Disclosure Statement to learn about our Mastercard Debit Card program. By using the Card, you agree to be bound by all of the terms and conditions of (i) this Agreement, all other agreements you have with us, and the rules and regulations regarding maintenance of accounts with us, together with all amendments of the foregoing; (ii) The particular network governing the issuance and use of the Card at ATM machines; and (iii) the particular network for POS transactions. All transactions initiated with the proper Card and PIN shall be properly payable from the Account indicated at the time of use, and use of the proper Card and PIN shall further constitute full authorization of the transaction equivalent to that of the written signature(s) of the authorized signer(s) on the Account (subject in all cases only to federal law limiting your liability). We may cancel your Card if improperly used or for other reasons. The Card and PIN remain our property. We can also refuse to reorder or order any Card.

**SCOPE OF AGREEMENT**

This Agreement and Disclosure Statement ("Agreement") will govern the use of each Card issued to you by Members Choice Credit Union for an account.

In this Agreement:

"You" and "yours" refer to each person who signs the Acceptance form below ("Acceptance") for a Card for an account.

"We," "us" and "ours" refer to Members Choice Credit Union, P.O. Box 219751, Houston, TX 77218-9715.

"Account" refers to each personal checking and savings account with us identified by you with an account number on the Application form.

"Available Balance" means our record of funds in your account available for withdrawal on a particular day. Since we are required to check your Account balance only once within our midnight deadline the balance may not reflect all transactions occurring since the balance was determined, and, as such, may not reflect funds not available for withdrawal at that time or may not reflect all credits.

"Card" means any access device issued to you under this Agreement, the plastic Card any replacement of the Card and/or any use of the account number on your Card. "EFT" means electronic fund transfer.

"EFT transactions" include transactions such as, but not limited to, point of sale ("POS") transactions, automated teller

machine transfers, and transfers initiated by a telephone under a bill-payment or other prearranged plan.

"Sales Draft" or "Draft" means any sales draft, withdrawal slip, or other document signed or otherwise authorized by you or a person authorized by you in connection with the use or presentation of the Card (or the account number embossed on the Card).

"Use of the Card" means the procedure initiated by you or for the purpose of transferring funds between accounts or obtaining money, property, goods, labor or services using the Card as defined in this Section and constitutes your acceptance to all of the terms and conditions of this Agreement.

If you wish to use the Card, you must specify all Accounts on the Application form. The Card under this Agreement may be used only for personal checking and savings Accounts.

**ACTIVATION**

You cannot use the Card to transfer money into or out of your Account until we have activated it. If you do not want to use the Card, please destroy it at once (cut it in half) and notify the credit union. Debit cards will not be renewed if the card was never used.

**USE OF THE CARD IN FOREIGN COUNTRIES**

Purchases, withdrawals and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate will be made in accordance with the operating regulations for international transactions established by Mastercard. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard. A range of rates from Mastercard are available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your account. For each transaction in a foreign country, we may add up to one and one tenth percent (1.1%) to the amount provided to us by Mastercard as a fee.

**USE OF THE CARD**

When it has been validated, you can use your Card for the following transactions:

*At ATMs you can:*

1) Withdraw cash from the Available Balance of your Account, 2) Make deposits to your Account (only at Members Choice Credit Union owned ATMs), 3) Make inquiries on your Account, 4) Transfer funds between your Accounts (checking/savings).

*At POS terminals (for checking accounts only):*

You may use your Card instead of a check to pay for goods or services at businesses which honor POS Cards up to the available balance in your Accounts.

*At Mastercard Merchants (for checking accounts only):*

The Card may also be used to purchase goods and services at merchants who accept Mastercard debit cards. Your use of the Card indicates your intent to initiate withdrawals from the designated account by presenting the Card or providing the account number embossed on the Card to persons who honor the Card and signing, or otherwise authorizing an appropriate Sales Draft. You may use your Card to obtain cash at financial institutions participating in the Mastercard system up to the Available Balance in your Account. Your Account will be charged directly for all the above transactions or other transactions that may be authorized in the future by us. Some of these services may not be available at all terminals.

Your authorization of other persons to use the Card shall be constituted as your use of the Card. Furthermore, any person authorized by you for use of the Card shall remain so authorized until you contact the Credit Union, at which time we will cancel the Card and decide, at our own discretion, if a reissue will be provided to you.

### **OVERDRAFT PROTECTION TERMS**

Your Overdraft protection account(s) may be accessed through the Card when you do not have sufficient funds available in your account to pay the withdrawal(s). You agree that you will at no time make purchases, obtain cash, or any other withdrawals exceeding the total amount of funds available in your accounts. If you have withdrawals initiated through the use of the Card in excess of your total available funds, the Credit Union will charge your account an overdraft fee in accordance with the Rate and Fee Schedule. If an overdraft of your account caused a transfer from your Overdraft Protection account(s), the Credit Union will assess a fee in accordance with the Current Fee Schedule.

### **STOP PAYMENTS**

You shall have no right to stop payment on a Sales Draft, POS transaction or similar transaction after having signed or otherwise authorized such draft or transaction. If you have arranged in advance to have regular payments made from your account, you can stop these payments. You must tell the Credit Union in writing at least three business days before the payment is scheduled to be taken. Placing the stop payment does not guarantee the item can be stopped by the Credit Union. You waive the right to stop payment on any draft issued against your account which has been properly guaranteed. Fees may be charged for this service in accordance with the Fee Schedule. If you order us to stop a pre-authorized payment three (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.

### **LIMITATIONS ON TRANSACTIONS**

1) The maximum amount you can withdraw in cash with your Card on any one day is \$600.00, regardless of the number of types of transactions or Accounts. "Check cashing" transactions at other financial institutions or merchant ATM locations will be included in determining this daily maximum. 2) If you make a deposit of at least \$200.00 to an Account with your Card, you can withdraw up to \$200.00 against the deposit you have made. Except for the "less cash" option, all deposits made through an ATM will not be available for withdrawal or transfer until verified by us and any checks so deposited have been canceled. 3) Deposits made after 2:00 pm will be considered to have been made on the following business day. 4) You may not stop payment on any POS or Mastercard debit/check card transaction. 5) POS and other purchase transactions may only directly access the Account associated with the Mastercard debit/check card. 6) Under Federal law, you are limited to six (6) preauthorized transfers if the account is a saving account with limited check writing privileges, i.e. a money market account. 7) For security reasons, there are other limitations on the number and amount of transactions you may make with the Card.

### **POINT OF SALE TRANSACTIONS**

You may access your checking account with your Card to purchase goods and/or pay for services (in person, by phone, or via the internet). Using your Card and/or PIN, you may not exceed \$2,000.00 in transactions per day. For security reasons there may be other limits on the number of transfers you can make by debit card.

### **TRANSACTION ACKNOWLEDGEMENT**

You will obtain a written transaction acknowledgment (receipt) documenting the transaction at the time you make any deposit or withdrawal from your Account using your Card at any ATM machine or Point of Sale Terminal. You will receive a monthly statement for your Account when conducting electronic transactions, this statement will include your debit/check card transactions. You will retain copies of such transaction acknowledgements that were furnished at the time of the transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your account statement for errors, discrepancies, or improper transactions and report them promptly. We must hear from you no later than 60 days after

we sent the first statement on which the problem or error appeared to properly resolve most items. You may not be provided a receipt for transactions \$15 or less.

#### **OTHER CHARGES**

Charges to your Account for EFT and debit/check card transactions are listed in our current Fee Schedule. You may be charged \$1.00 per transaction or inquiry by MCCU, when you use any ATM other than ATM machines owned by us. 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 or withdrawal.

ATMs owned by MCCU are: On the second floor of the ConocoPhillips complex, 600 North Dairy Ashford, Houston, TX 77079, The drive-up ATM and Walk-up ATM located at 18211 Katy Freeway, Houston, TX 77094, 3) The drive-up ATM located at 401 W. Grand Parkway South, Katy, TX 77450, The drive-up ATM located at 3770 N. Fry Rd., Katy, TX 77449, The drive up ATM located at 8951 S. Fry Rd., Katy, TX 77494, The drive up ATM located at 1503 Eldridge Pkwy., Houston, TX 77077, The drive up ATM located at 15701 Kingfield Dr., Houston, TX 77084, The ATM located at 917 S. Mason Road, Katy, TX 77450, Daniel Industries Office, 5650 Brittmoore Rd., Houston, TX 77041 (deposits not accepted at this ATM), 12) Igloo, 777 Igloo Rd., Katy, TX 77494 (deposits not accepted at this ATM). If a transaction causes your Account to overdraw, it is considered to be a Non-Sufficient Funds item and is charged in accordance with the Fee Schedule.

#### **YOUR LIABILITY FOR UNAUTHORIZED CARD USAGE**

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service, Mastercard Debit/Check Card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your Card has been lost or stolen or if you believe someone has used any EFT service, Mastercard Debit/Check Card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction is made with your card or card number without your permission, and is either a Mastercard transaction, you will have no liability for the transaction. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not Mastercard transactions. For transactions at ATMs, or if you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days of discovery that your Card has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your authorization or knowledge. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or your PIN, and we can prove we could have stopped someone from using your Card or your PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement reflects deposits or withdrawals 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 be reimbursed for any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number and address listed in this agreement. Except as limited by Federal Law, you will be responsible for all transactions affecting an account that are made with a Card and the proper PIN. You should exercise discretion in your use of ATMs, especially at night. You understand that we do not guarantee your safety while using an ATM. This is a summary of Federal Laws concerning your liability for unauthorized transfers affecting any account.

#### **ONLINE GAMBLING**

Members Choice will not authorize hand-keyed transactions relating to lottery tickets, casino gaming chips, off-track betting and wagers.

#### **TO NOTIFY US OF LOSS OR THEFT**

If you believe your Card or your PIN has been lost or stolen, CALL: Members Choice Credit Union, 281.398.9900 or 800.753.2428, OR WRITE: Members Choice Credit Union, 18211 Katy Freeway, Houston, Texas 77094

#### **BUSINESS DAYS**

Business days of the Credit Union are Monday thru Friday 9:00 am to 5:00 pm. Legal holidays and weekends are not included.

#### **DISCLOSURE OF INFORMATION**

We will disclose information to third parties about your Account: 1) Where it is necessary for completing transfers, 2) In order to verify the condition of your Account for a third party such as a credit bureau or merchant, 3) In order to comply with government agencies or court orders, 4) If you give us your written permission, 5) To communicate with Mastercard or other networks regarding a transaction.

**SECURITY INTEREST**

As a condition for the approval of the Card, you agree to grant us a security interest in all shares and deposits in all joint and individual accounts you have with us now and in the future. Deposits in an Individual Retirement Account (IRA) and any other accounts that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits. Evidence of your consent as a condition for obtaining a Card is indicated by your signature on the Card application and/or by your use of the Card.

**ATTORNEY FEES AND COSTS**

If we are forced to take collection action or any other action and/or legal action under this Agreement, you agree to pay all court and collection costs and reasonable attorney fees incurred by us.

**NO WARRANTY**

We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash withdrawals are extended at the option of the merchant, the cash advancing institution, or the nonproprietary ATM owner. We are not responsible for the refusal of any merchant or financial institution or third party to honor your Card.

**ACCOUNT PROVISION**

The Card and its use shall be governed by this agreement, any associated account(s) agreement(s), any terms stated on the Card, and your membership and Account Agreement, as presently in effect, and as same may be amended in the future by us. All such documents and agreements are made a part of this Agreement as if copied herein word for word and shall be construed to be consistent whenever possible. In the event of any conflict, this Agreement and Disclosure given in connection with the issuance of the Card shall control.

**NO VERBAL AGREEMENTS**

This agreement constitutes the entire agreement between the parties. There are no verbal agreements between you and us.

**CHANGE OF ADDRESS**

If you move, you must give us your new address so that we may change our records. You agree to notify us of your new address.

**OUR LIABILITY FOR FAILURE TO MAKE DEPOSITS OR WITHDRAWALS**

If we do not complete a deposit to or withdrawal 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 under some exceptions. We will not be liable, for instance: 1) If through no fault of ours, you do not have enough money in your Account to make the withdrawal, 2) If the withdrawal would go over the applicable limit on your overdraft protection, 3) If the ATM machine where you are making a cash withdrawal or "Check cashing" transaction does not have enough cash, 4) If this terminal/system was not working properly and you knew about the breakdown when you started the transfer, 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, 6) If the funds in your Account are subject to legal process or other encumbrances restricting such, 7) If there are uncollected funds in your Account and the transfer would require use of such funds, 8) If your ATM Card or PIN is reported lost or stolen, 9) There may be other exceptions stated in our other agreements with you.

**In Case of Errors or Questions About Your Card.**

CALL: Members Choice Credit Union, 281.398.9900 or toll-free 800.753.2428. OR WRITE: Members Choice Credit Union, 18211 Katy Freeway, Houston, TX 77094. If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, you must tell us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared. 1) Tell us your name and Account number(s), 2) Describe the error or the transaction you are unsure about and explain why you believe there is an error or why you need more information, 3) Tell us the dollar amount of the suspected error, 4) Tell us the date and, if known, the approximate time of the transaction. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your Account. For PIN purchase transactions, we will grant provisional credit within ten days and resolve the dispute completely within forty-five days of receiving notification of the possible error. For errors involving a signature purchase transaction, we will grant provisional credit within five days and resolve the dispute completely within ninety days of receiving notification of the possible error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. You agree to cooperate with us in our investigations and to provide statements and receipts upon request.