

**DEBIT
Mastercard[®]
&
ATM CARD**

**Member Agreement
and Disclosure**



MEMBER AGREEMENT

Your acceptance and/or use of the Debit Mastercard® or the ATM Card or allowing anyone to use the Card constitutes your agreement to all of the following terms and you will be responsible for all authorized transactions made through the use of your Card. Instructions to activate the Debit Mastercard® will be provided and you cannot use the Card to transfer funds into or out of your account until we have validated it.

If you do not want to use the Card, please destroy it at once by cutting it in half.

This Agreement is a contract between you and the Credit Union and is incorporated into and becomes part of your Tropical Financial Credit Union account agreement.

DEFINITIONS

Both the Debit Mastercard® and the ATM card are referred to as "Card" unless otherwise specifically described. The words "we", "us", and "our" refer to Tropical Financial Credit Union. The words "you" or "your" refer to each person to whom the Card is issued and who uses or accepts the Card. "ATM" means an automated teller machine which is accessed by the Card. "EFT" refers to transfers of funds initiated through an automated teller machine (ATM), a Point-of-Sale (POS) terminal, Merchant terminal, other electronic terminal or use of the Card.

USE OF CARDS & LIMITATIONS

A. ATM CARD

The ATM Card may be used at ATMs that display the Co-Op, CIRRUS®, Maestro, ACCEL/EXCHANGE and PRESTO! or at designated Tropical Financial Credit Union locations. You may use your Card to access ATMs or POS terminals by entering your personal identification number (PIN). Do not reveal your PIN to others. Do not carry it with you or write it on your Card. If you disclose your PIN to others, any use of the Card by that person will be considered authorized.

B. Debit Mastercard®

The Debit Mastercard® may be used for ATM transactions at all the locations listed in Section "A" for the ATM Card, as well as POS and Merchant locations that accept Mastercard® debit cards. The Debit Mastercard® is commonly referred to as a "debit card". The Debit Mastercard® is not a credit card and its issuance does not permit the Cardholder to obtain credit from Tropical Financial Credit Union except where you have elected overdraft protection by Personal Line of Credit (PLOC) for your checking account.

FREQUENCY AND DAILY DOLLAR LIMITATIONS

ATM Card

ATM Withdrawals & PIN based POS transactions: \$1000

Premium Checking

ATM Withdrawals and PIN based POS transactions: \$1000

Debit card POS transactions - signature or without PIN: \$5000

Perks Debit

ATM Withdrawals and PIN based POS transactions: \$1000

Debit card POS transactions - signature or without PIN: \$5000

Daily Rewards Debit

Daily limits may be selected up to the maximum amounts listed:

Under 18 Years of Age

ATM Withdrawals and PIN based POS transactions:	\$500
Debit card POS transactions - signature or without PIN:	\$2000

Limits will be Increased upon 18 years of Age:

ATM Withdrawals and PIN based POS transactions:	\$1000
Debit card POS transactions - signature or without PIN:	\$5000

Basic Checking

ATM Withdrawals and PIN based POS transactions:	\$1000
Debit card POS transactions - signature or without PIN:	\$1000

Health Savings Account

ATM Withdrawals and PIN based POS transactions:	\$500
Debit card POS transactions - signature or without PIN:	\$5000

Premier One Checking

ATM Withdrawals and PIN based POS transactions:	\$1000
Debit card POS transactions - signature or without PIN:	\$5000

TYPES OF TRANSACTIONS

ATM Card

You may use your ATM Card and PIN to:

1. Withdraw cash from your checking or savings account.
2. Make deposits at select locations and limits may apply to savings or checking accounts.
3. Transfer funds between checking and savings.
4. Request account balance information.
5. Purchase goods or pay for services (in person) at POS terminals which you acknowledge by using your PIN (personal identification number).

Some transactions may not be available at certain ATMs, Merchant and POS terminals.

Debit Mastercard®

In addition to the uses described above for the ATM Card, the Debit Mastercard® may also be used for purchases at any merchant of goods or services or to obtain cash from a merchant or Financial Institution wherever Mastercard® debit cards are accepted. We will debit your checking account for the total amount of the sales slip. The merchant may be required to obtain an authorization from us for any Debit Card transaction.

The available balance in your checking account may be reduced by the amount of any transaction for which the merchant received authorization from us, even if the documentation which is evidence of the transaction has not yet been received or processed by us. When the item has been cleared through us, any hold placed on your account for the amount of the transaction will be released and your checking account will be debited for the amount of the transaction. The debit may appear as the date of the transaction or posting.

You agree that we are not responsible if we do not authorize other Debit Mastercard® merchant purchases or if we dishonor other POS, ATM or check transactions drawn on your checking account while such a hold is placed on your account funds. We will not be liable for non-payment of other items, even if the transaction for the amount on "hold" is not completed.

Other Debit Mastercard® Transactions

You may use your Debit Mastercard® to get cash from a merchant, if the merchant permits or from a participating financial institution everywhere that Mastercard® debit cards are accepted.

Other Limitations on Use and Retention of Card

Your Debit Mastercard® merchant purchases for goods or services or cash obtained from a merchant or financial institution may not exceed the daily limit on any day provided your available checking balance, including overdraft protection sources as elected, is equal to or greater than that amount.

If you have elected for overdraft protection from your savings account or credit line, and your account balance is not sufficient to cover withdrawals, debits or other items posted to your account, we will attempt to cover an overdraft from these methods first. If funds are not available to cover an overdraft from your savings account or credit line, Overdraft Privilege is a special feature that allows us to approve your purchases or transactions at our discretion. However, overdrafts will not be paid on ATM and everyday non-recurring debit card transactions unless you specifically ask us to cover overdrafts by these methods according to our Overdraft Privilege program. To authorize us to pay overdrafts on ATM and everyday non-recurring debit card transactions, or revoke this decision at any time, you may visit a branch office, contact our Call Center at 1-888-261-8328 or visit our website at www.tropicalfcu.com.

If you have elected for us to cover overdrafts on ATM and everyday non-recurring debit card transactions, at the Credit Union's discretion, we may pay your account into overdraft subject to applicable fees as outlined in our Schedule of Fees. We are not required to complete a Card transaction resulting in an overdraft, however, if we do, you agree to immediately deposit sufficient funds in your account to cover any overdraft or withdrawn or transferred amount upon request by us. By covering an overdraft, the Credit Union does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice.

You acknowledge and authorize that a joint account owner may access the credit line through overdraft protection, as elected for the debiting account.

We may stop or limit electronic transfers from your account at any time, if necessary to maintain or restore the security of the system or your account.

The ATM may in some circumstances retain the Card and not return it to you. You acknowledge and agree that such restrictions are provided for the protection of both you and us against wrongful use of the Card and that we are not responsible for any resulting inconvenience or loss to you. The Card may be used only by the person named thereon; provided however, that if you authorized another person to use the Card in violation of this Agreement, you agree to assume responsibility for such use. We will be entitled to charge your Account for all such transactions by you or other authorized persons.

Currency Conversion and International Transactions

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Debit Mastercard® in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard®. The exchange

rate Mastercard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard® charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee and a Cross-Border Transaction fee.

A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder. See our separate Schedule of Fees for information about the charges.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

SERVICE CHARGES

You agree to pay any service charges applicable to your Card. These fees are subject to change. A Schedule of Fees which lists our current charges is available at any Tropical Financial Credit Union office or the Credit Union's website at www.tropicalfcu.com.

RIGHT TO DOCUMENTATION

Each time you use your Card at an ATM, POS or Merchant location, you will be provided a receipt and/or an imprinted sales slip showing the type, amount and date of each transaction.

You will receive a monthly account statement from us for your checking account. You will receive a monthly statement from us for your savings account, unless there has been no electronic transfer (EFT) activity in a particular month. In any case, you will get a savings account statement at least quarterly.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account(s) 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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash or malfunctions.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If your ATM or Debit Mastercard® is damaged or restricted.
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
7. If your account is frozen due to court order or otherwise not available for withdrawal.
8. If you are in default under any agreement with us.

9. If we change your account number for any reason, we may suspend automatic payments from that account to third party vendors for insurance premiums or other goods or services. If preauthorized payments are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such payments until you reinstate automatic payments.
10. There may be other exceptions stated in our account agreement with you.

MEMBER LIABILITY FOR UNAUTHORIZED USE

Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 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.

LIABILITY FOR Debit Mastercard®

You will not be liable for any unauthorized transactions using your Debit Mastercard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us..

LOSS OR THEFT OF YOUR CARD

If you believe your ATM or Debit Mastercard® or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us immediately on business days at the telephone numbers listed in this brochure. If your Debit Mastercard® has been lost or stolen on nights, weekends or Federal holidays, call 1-800-472-3272. If you cannot reach us by telephone, write us at the address listed in this brochure.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CARD TRANSACTIONS

Call or write us at the telephone number 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.
 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 questions in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (5 business days for Debit Mastercard® point-of-sale transactions and 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, point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (5 business days for Debit Mastercard® point-of-sale transactions and 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 questions in writing and we do not receive it within 10 business days, we may not recredit 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 account with us before this account is opened.

We will tell you the results within three business days after completion of 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.

Tropical Financial Credit Union
3050 Corporate Way
Miramar, FL 33025

Business Days: Monday through Friday
Excluding Federal Holidays

Phone: **(305) 261-8328 (In Miami-Dade)**
1-888-261-8328 (All Other Areas)

More detailed information is available upon request.

DISCLOSURE OF ACCOUNT INFORMATION

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

- 1 where it is necessary for completing transfers;
- 2 in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- 3 in order to comply with government agency or court orders; or if you give us written permission;
- 4 As explained in the separate Privacy Disclosure.

ATTORNEYS' FEES

If we have to take legal action to collect any overdraft of your account, you will be liable for our costs and expenses, including reasonable attorneys' fees incurred in connection with such legal action.

VERIFICATION OF TRANSACTIONS

All deposits and payments are subject to our verification and final collection. Transactions may be subject to delay in processing or debiting or crediting of your account depending on the day of the week and time of day a transaction occurs. Refer to our Funds Availability Policy in your account agreement "Important Account Information for Our Members."

REFUNDS OF PURCHASES

No cash refunds will be made to you on purchases made with your Card. Any refund to you by a merchant of goods or services must be made on a merchant credit voucher and submitted to the Card processor. The amount of your credit will be indicated on your monthly checking account statement.

RIGHT TO STOP PAYMENT OR CLAIMS AGAINST MERCHANTS

You have no right to stop payment on any transaction originated with the use of the Card. Any claims concerning goods or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card, and any claim or defense which you assert will not relieve you of your obligation to pay us the total amount of the sales slip.

CANCELLATION OF CARD

The Card issued to you is and remains our property. We reserve the right to change the terms, to cancel your Card privileges, or to not reissue the card and to require you to return the Card. We may immediately terminate your Card services if:

- 1 you breach this or any other agreement with us;
- 2 we have reason to believe there has been or may be unauthorized use of your account or Card;
- 3 there are conflicting claims to the funds in your account;
- 4 you request that we do so. If you ask us to terminate your account or the use of your Card, you will remain liable for subsequent transactions made by other card holders on your account.

JOINT USERS / REQUEST FOR CARD TERMINATION

All account owners are jointly and individually obligated to pay all amounts on your accounts even if revoked or closed.

In the event you wish to terminate a Card, we may require that you notify us in writing. Account owners will remain responsible for all authorized use of the Card.

Requests to terminate card use on a joint account must be submitted by the card owner.

In the event Card privileges are terminated for any reason, each owner will remain liable for all amounts outstanding until paid or we accept other arrangements.

For more information on the features and benefits of the Debit Mastercard[®], go to tropicalfcu.com/mastercard-debit



*Federally insured
by the NCUA*