

## ATM OR VISA DEBIT CARDHOLDER AGREEMENT

The following is an agreement between you and Energy One Federal Credit Union (hereafter referred to as 'Energy One') covering your ATM card(s) and/or Visa Debit card(s) (hereafter referred to as 'your card'). Please read this disclosure carefully because it contains your rights and obligations for card transactions, and retain this notice for future reference.

### 1. ATM/VISA DEBIT CARDHOLDER'S LIABILITY

Notify Energy One at once if your card is lost or stolen. If you notify Energy One of a lost or stolen card within two business days, your loss is limited to no more than \$50 if your card is used without your permission. If you do not notify Energy One within two business days after your card is discovered lost or stolen, you could be liable for losses up to \$500 if your card is used without your permission. Your liability may be increased if you are grossly negligent. Please review your account statements carefully and notify Energy One within 60 days of receipt of your statement of any unauthorized transactions, or you may be liable for them.

### 2. PERSONAL IDENTIFICATION NUMBER (PIN)

You acknowledge that your PIN is an identification code that is personal and confidential and agree to take all reasonable precautions that no one else knows your PIN. This includes, but is not limited to, the following:

- You agree not to tell or disclose the PIN to any other person.
- You agree not to write the PIN on the card.
- You agree not to keep a written record of the PIN in the same place where you keep the card.

### 3. NOTIFICATION PROCEDURES

To report a lost or stolen card or unauthorized transactions, contact Energy One at (918) 699-7100 or 1-800-364-3628, or write to Card Services Department, Energy One Federal Credit Union, 6100 S Yale Ave Ste 100, Tulsa OK 74136. To report a lost or stolen card outside of Energy One's business hours, call 1-800-417-8715. Business hours are Monday through Friday, 8:30AM- 4:30PM Central time, excluding holidays.

### 4. TYPES AND LIMITATIONS OF TRANSACTIONS

You may use your card at terminals to A) Withdraw cash from your checking and/or savings account; B) Transfer funds between your accounts; C) Purchase goods or services from merchants who have agreed to accept your card for that purpose; and D) Inquire as to your available balance. All services are not available at all terminals. "Terminals" refers to automated teller machines (ATM) or

point of sale terminals (POS).

- Your card's daily ATM withdrawal and POS spending limits are listed on the reverse side of this agreement. These limits may include any available overdraft options you have elected for your checking or savings account.
- Energy One will deduct from your account all purchases and withdrawals made with your card. The use of your card to purchase goods and services or to obtain cash will result in either a simultaneous withdrawal or an authorization hold from the applicable account. Stop payment orders are not applicable to transactions made with your card.
- Your card may not be used for any illegal purchase or purpose, including but not limited to gambling.
- If a dispute arises on a transaction made with your card, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute, Energy One may use discretion to assist you in the resolution. You are ultimately responsible for reaching a resolution.

### 5. DISCLOSURE OF CHARGES

Energy One will charge a fee for using your card at an ATM in accordance with the Schedule of Fees. The owner of the ATM may also charge a fee. Energy One will also charge a fee to replace a card if it is lost, stolen, damaged, or you otherwise request a replacement. Energy One reserves the right to make future changes to fees for accounts and/or cards, subject to prior notice as required by law or federal regulation.

### 6. DOCUMENTATION

Energy One will provide statements documenting transactions made with your card.

### 7. ERROR RESOLUTION

- You must notify Energy One of any errors within 60 days of receipt of your statement. Notification should include A) Your name and account number; B) A description of the error, including why you think it is an error or why you need more information; and C) The dollar amount and posting date of the suspected error.
- If Energy One is not able to make a final determination regarding the suspected error within 10 business days of receipt of your notice, and if your notice was timely and proper, Energy One will issue provisional credit to your account in the amount of the error pending the conclusion of the investigation.
- Energy One will conclude our investigation and make a determination regarding the suspected error within 45 days of receipt of your notice, if your notice was timely and proper. You may ask for copies of the documents that we used in our investigation.

- If Energy One determines that an error did occur, we will promptly correct the error. If an error did not occur, Energy One will send you a written explanation within three business days, and revoke the provisional credit.

- Energy One may take up to 90 days to investigate a suspected error on a POS or debit card transaction, but will issue provisional credit within five business days of receipt of your timely and proper notice. If the investigation reveals an error did not occur, Energy One will send you a written explanation within three business days, and revoke the provisional credit.

### 8. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Energy One will disclose information about your account or transactions made with your card A) Where it is necessary for completing transactions; B) In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; C) In order to comply with a government agency or court order; or D) If you grant Energy One written permission for disclosure.

### 9. ENERGY ONE'S LIABILITY

- Energy One may be liable to you for damages caused by our failure to make a transfer pursuant to your instruction, except where A) Your account has insufficient funds to complete the transfer; B) The funds are subject to legal or other encumbrance; C) The terminal has insufficient funds to complete the transaction; D) Such transfers are prohibited by the Federal Reserve Board, National Credit Union Administration, or state banking regulations; or E) You have exceeded any applicable account limits.
- Energy One may be liable for damages where we failed to properly credit deposits subject to our normal policies and procedures, and funds availability. Energy One will not be liable for damages where the error or failure is the result of an Act of God and we exercise due care, or where technical or mechanical malfunction was known to you.
- In the case of any error or malfunction which was not intentional on the part of Energy One and resulted in a good faith error, Energy One's liability is limited to actual damages proved.

### 10. REVOCATION AND AMENDMENT

Energy One has the right to revoke cardholder's privileges at any time without notice. We reserve the right to change this notice, but will notify cardholders of a change in terms as required by law or federal regulation.