

*For the teacher in you.*

## HSA DEBIT CARD RULES AND DISCLOSURES

### Educators Credit Union HSA Debit Card and Electronic Funds Transfer Disclosure

These rules govern the relationship between Educators Credit Union and each member to whom the Educators HSA Debit Card is issued, or is authorized to use an Educators HSA Debit or any duplicate, renewal or substitution Educators issues to you.

1. **DEFINITIONS:** The following definitions apply to these rules: “Account” means the account or accounts designated on the application for your HSA Debit card. “Card” means your Educators HSA Debit Card. “We”, “us” or “our” refers to Educators Credit Union. “You”, “your” or “member” refers to each person who is a party to the account and who applied for the Card. “POS Transaction” means any use of the HSA Card through a Visa Merchant Terminal (and not ATM Terminal) to pay a merchant for goods or services at point of sale. “Visa Merchant Terminal” means any terminal by which a merchant electronically verifies the authorization for use of either a Visa HSA debit (Debit) card or a Visa credit card. A Visa Merchant Terminal does not generally require use of your PIN and is not an ATM terminal for purposes of these rules.
2. **USE OF CARD:** You have requested Educators issue you a Card and replacements of it from time to time at our option. You may use your Card to perform the following transactions at merchants or financial institutions that accept Visa:
  - Purchase goods and services in POS Transactions at places that have agreed to accept the Card.
  - The card is intended for domestic use only, which means transactions and/or purchases outside the US are not allowed.

The card is provided solely for member’s use and protection. Member shall at all times safely keep the Card and not make it available to anyone else.

3. **DEPENDENT CARDS:** If you are the primary cardholder, you may request one Card for one authorized user if allowed under your Benefit Plan. You remain liable for any and all usage of any authorized signer’s Cards you authorize.
4. **CARD OWNERSHIP, TERMINATION:** The Card remains the property of Educators and shall be surrendered immediately to Educators upon request. We may withhold approval of any transaction at any time.
5. **PERSONAL IDENTIFICATION NUMBER, CASH ACCESS, AND ATM USE:** You will not receive a Personal Identification Number (“PIN”) with your Card. You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point- of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.
6. **YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSACTIONS:** If you believe your Card has been lost or stolen, or someone has or may use your Card without your permission, you should notify us immediately. The best way to notify us is to call us at one of the following numbers:
  - Racine: (262) 886-5900
  - Milwaukee: (414) 325-2500
  - Toll Free: (800) 236-5898Or you can write to:
  - EDUCATORS CREDIT UNION, PO BOX 081040, RACINE, WISCONSIN, 53408-1040
7. **BUSINESS DAYS:** Our business days are Monday through Friday. Holidays are not included.
8. **RESPONSIBILITY FOR TRANSACTIONS:** You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. Section 6 tells you about your responsibility for unauthorized transactions.
9. **MEMBER LIABILITY:** In accordance with Section 909 of the Electronic Funds Transfer Act, your maximum liability for a debit card with the Visa logo is \$0, if you or an authorized signer designated by you, report loss, theft or unauthorized use of the card. Your account must be in good standing and you or your designated authorized signer must have exercised reasonable care in safeguarding your card, and you cannot have reported two or more unauthorized events in the past 12 months for the Zero Liability to apply. If you suspect unauthorized activity on your account, stop using your card and contact the credit union as soon as possible.

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10. **REFUSAL TO HONOR CARD:** Educators is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a transaction on your account, or for their retention of the Card. Educators is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.
11. **OVERDRAFTS:** You agree to pay Educators immediately upon demand for any negative (overdraft) balance arising from your use of your Card together with such service charges as we may impose. Whenever your account is overdrawn, we have the right to return unpaid any checks or other orders on your accounts which are presented to Educators. We may deduct the amount of any overdraft on your account from any other account you have with Educators, except an Individual Retirement Account.
12. **LIMITS ON DEBIT (CHECK) CARD TRANSACTIONS:** You may use the Card only if the available balance in your account will be sufficient to pay the amount of the POS transactions. Any POS transactions may be subject to authorization by us or by a Visa authorization center and no authorization will be given if the amount of all outstanding POS transactions will exceed your available balance.
13. **AUTHORIZATION TO DEBIT (CHARGE) OR CREDIT ACCOUNT:** Each time you properly use your Card you authorize Educators to debit (charge) or credit your account for the total amount shown on any sales draft, withdrawal order, or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such drafts, orders, and vouchers in the same way we handle authorized checks drawn on your account.
14. **FEES AND CHARGES:** Each account accessible with the Card will be subject to the Card fees and charges provided to you in the separate fee schedule. These fees and charges are subject to change.
15. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:**
  - You will receive a receipt at the time you make any transaction to or from your account when making a POS transaction.
  - You will be sent a monthly account statement showing the transactions made with the Card during the monthly account cycle and any related fees.
16. **DISCLOSURE OF ACCOUNT INFORMATION:** We will disclose information to third parties about your account or the transactions you make in the following instances:
  - When it is necessary for completing transactions or resolving errors or claims.
  - 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 a government agency or court order.
  - If you give us your written permission.
17. **STOP PAYMENT RIGHTS:**
  - If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others (excluding online banking bill payments), you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally at one of the telephone numbers listed in Section 6 of this disclosure, or you can write to the address stated in Section 6 any time up to three business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
  - **Notice of Varying Amounts:** If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
  - **Liability for Failure to Stop Payment of Preauthorized Transfers:** If you order us to stop one of these payments 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.

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18. **LIMITATIONS ON EDUCATORS' RESPONSIBILITIES:** The terminals, or any other system containing terminals at which the Card may be used are available for your convenience, and except to the extent provided in Section 910 of the Electronic Funds Transfer Act, Educators is not liable for any loss, cost, damage, or expense incurred by the member by reason of malfunction of any part of the system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, or any other cause beyond control of Educators and any other entity which is part of or connected to the system.

Educators is not liable for any personal injury or tangible property damage suffered or incurred by member through use or attempted use of the Card. Educators is not liable for consequential damages.

19. **OUR LIABILITY IF WE FAIL TO MAKE CERTAIN TRANSACTIONS:** If we do not complete a transaction to or from your account on time or in the correct amount according to these rules, when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability.
- If through no fault of ours, your account does not contain enough money to make the transaction.
  - If the terminal was not working properly and you knew about the breakdown when you started your transaction.
  - If circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken.
  - Other exceptions as stated in this disclosure.
20. **LIMITATIONS ON USE OF CARD:** Member may not use the Card to:
- Request any transaction at a terminal if member knows or is informed by or at the terminal, or by a clerk, that the terminal is malfunctioning or not operating.
  - Attempt to initiate any transaction in connection with an Account which has been closed by member or Educators, or which is subject to legal process or other encumbrance.
  - Request a withdrawal or transfer of funds from an account if the withdrawal or transfer would overdraw the account; a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator; a withdrawal which exceeds limits as established and disclosed by Educators.
21. **CHARGES MADE IN FOREIGN CURRENCIES:** If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess this foreign currency conversion fee of 1% of the transaction amount.
22. **REFUNDS ON POS TRANSACTION:** Cash refunds will not be made on any POS transaction made with your Card. If the merchant involved with one of your POS transactions gives you any credit or adjustment for the goods or services you purchased, the merchant will do so by processing a credit which will apply to your account.

You must directly handle with the merchant any claim or defense with respect to goods or services purchased by a POS transaction, and any such claim or defense asserted by you will not relieve you of your obligation to pay us the total amount involved in the POS transaction in dispute plus any other appropriate charges we may be authorized to make except:

- You have the right to chargeback as described in Section 25
- If the POS transaction results in the extension of credit from us to you, you may have the right to assert a claim or defense against us, but only to the extent allowed by applicable law.

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23. **INTERNET OR ILLEGAL GAMBLING TRANSACTIONS:** Educators, upon its sole discretion, may deny any Internet illegal gambling transactions, even if funds are available. You are liable and responsible for any approved transactions, and cards can also be blocked and canceled.
24. **AGREEMENT TO COMPLY WITH RULES:** Your retention of, signature on, or use of the Card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Wisconsin.
25. **YOUR RIGHTS IF YOU THINK THERE IS AN ERROR IN YOUR STATEMENT:** Educators will not be obligated to comply with the error resolution requirement of Regulation E of the Federal Reserve Board unless you notify Educators of an error, orally or in writing, ONLY AT THE ADDRESS OR TELEPHONE NUMBERS SHOWN IN SECTION 6 OF THIS DISCLOSURE.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS:** Telephone us during business hours at the appropriate telephone numbers shown in Section 6, or write us at the address shown in Section 6. Do this as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on your 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 of 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.
- Include a telephone number at which you can be reached, in case we need further information.

IF YOU TELL US ORALLY, WE MAY REQUIRE THAT YOU SEND US YOUR COMPLAINT OR QUESTION IN WRITING, AT THE ADDRESS PROVIDED IN SECTION 6, TO BE RECEIVED WITHIN TEN (10) BUSINESS DAYS.

We will tell you the results of our investigation within twenty (20) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within twenty (20) business days for the amount you think is in error. 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.

If we decide that 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.

26. **OTHER AGREEMENTS:** All terms, conditions, and agreements which govern the Account in any related rules and regulations also apply to the Card except where these Rules provide differently.
27. **AMENDMENTS:** We may amend these Rules at any time. You will be given such notice as is provided by law by mailing a notice to you at the latest address shown in our records. If an immediate change is necessary for security reasons, no prior notice may be given.