



EXCELLENCE IN COMMUNITY BANKING

## **ATM/DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT**

In this agreement, there are various terms used regarding ATM/Debit cards, such as:

**You/Your** Meaning each person who is applying for an ATM/debit card, & each person to whom a debit card is issued.

**Account(s)** Refer to your savings or checking account with Dearborn Federal Savings Bank.

**Bank** Refers to Dearborn Federal Savings Bank (DFSB)

**Card** Refers to an access device issued to you by Dearborn Federal Savings Bank, which permits you to conduct transactions at Automated Teller Machines (ATMs) and Point-Of-Sale (POS) terminals which are part of a network that accepts our card.

**POS Terminal** Refers to electronic point-of-sale terminals which are part of a network which accepts your card to pay for purchases and obtain cash back (where available) from your checking or savings account. In the case of debit cards, POS terminals include those merchants & financial institutions that accept Mastercard to conduct transactions.

**Network ATMs** Refer to the various ATM financial networks in which Dearborn Federal Savings Bank participates.

**PIN** Means Personal Identification Number you select to use.

**Transaction** Means an electronic funds transaction. This Agreement defines your responsibilities & the Bank's responsibilities with respect to electronic funds transactions performed through ATMs and POS terminals. It is understood that the agreements, rules & regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement.

**By signing an application for any card to perform Transactions or using the card to conduct Transactions, you agree to the terms of this agreement.**

### **1. Minimum Age Requirement for Debit Card**

Individual account holders must be at least 18 years of age.

### **2. Obtaining Information**

The Bank may obtain credit bureau or similar reports in considering applications for accounts or other services as permitted by the Fair Credit Reporting Act.

### **3. Card Use**

Your ability to make transactions with your card and accounts is subject to the available collected funds in the account. The Bank may, without liability or advance notice, revoke or limit all cards issued under this Agreement. Upon demand, you will surrender the card promptly to the Bank. The debit card allows you to access the available funds in your account, within the daily limits of up to \$2,500, to purchase goods and services using your accounts, as well as cash withdrawals up to \$500 per day. As part of the purchase, you may be able to get cash back depending on the policies of the seller of the goods or services. You may make up to 20 transactions per day between your accounts or from your accounts, provided that the available collected funds and limitations on the dollar amounts of transactions are not exceeded. You may use your Card at ATM locations for the following purposes and the extent the law allows and the terminal is able to perform the transaction: (1) Cash withdrawals. You can use your Card and PIN at any terminal to obtain cash withdrawals from any of your designated accounts. ATM withdrawals cannot exceed \$500 within a day. (2) Deposits. You can use your Card and PIN at certain terminals to make a deposit to any of your designated accounts. (3) Balance inquires. You can use your Card and PIN at any terminal to check the balances in your designated accounts. Some of these services may not be available at all terminals or on all cards. The debit card is NOT a credit card.

### **4. Making Transactions**

The presentation of your card and, if required, the input of your PIN, constitutes authorization to the Bank to make transactions. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your card. These instructions will be considered part of the Agreement. You agree not to make transactions that would overdraw any account. If, by mistake, you are permitted to make a transaction that you should not have been allowed to make, we may charge the amount involved to an account or otherwise hold you liable. When a PIN is required, you cannot make transactions without the entry of your correct PIN. Entries of an incorrect PIN may result in your card being deactivated.

### **5. Foreign Transactions**

If you use your Mastercard debit card outside the US, whether or not it is in US Dollars, a fee of up to 1% will be assessed by Mastercard. If the transaction is in a currency other than US Dollars, Mastercard will use its current currency conversion procedures which have been disclosed to all financial institutions that issue Mastercard debit cards. The conversion rate used by Mastercard may vary from the rate on the original purchase date and the date the transaction is processed. The fee will be shown on your periodic statement.

### **6. Transactions Prohibited**

You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. Also, you agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

## 7. Safeguarding Your Card and PIN

You will hold, in strict confidence, your PIN. You should not write your PIN on your card, the card carrier or any paper carried with the card. This invites misuse of your card if it is lost or stolen. You should keep a written record of your PIN in a separate location from the card, with no identification as to what the number is. You should protect your card and PIN as if they were cash, credit cards, or checks because it is the key with which someone can access your accounts. Safeguarding your card is especially important for debit cards since the PIN is NOT required for its use at businesses which honor Mastercard.

## 8. Loss or Theft

You will notify Dearborn Federal Savings Bank immediately of loss or theft of the card and/or PIN. After business hours notify #800-754-4128. If you recover your card after having notified the Bank, you will not use the card. Also, you will not use your PIN after having notified the Bank of its loss or theft.

## 9. Responsibility

You are responsible for all transactions made on your accounts with your card by anyone, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions are summarized below in Section 17 Liability.

## 10. Deposits

All deposits will be credited to your accounts provisionally, subject to verification by Dearborn Federal Savings Bank. Funds from deposits may not be available for immediate withdrawal. You agree that the Bank's verification of deposits will be final.

## 11. Card Use and Effect on Available Balances

Generally, use of your card at ATMs and POS terminals results in a simultaneous debit of the transaction amount from your account. If you have a debit card and use it at a POS terminal in a manner that is processed as a Mastercard transaction (that is, when no entry of your PIN needed), the authorization to proceed with the Transaction that the business receives will result in a simultaneous hold on funds until the earlier of the actual debit of the funds or 3 days after authorization. During the hold on funds, this means that the funds will NOT be available for use, for example, to pay any checks you write. Please keep track of your card use and the effect on your available balance to avoid overdrafts or items being returned unpaid due to insufficient funds, and the fees associated with these types of account problems.

## 12. System Malfunction

You will not attempt to make a transaction when an ATM or POS terminal informs you (or other circumstances give you reason to believe) that the system is closed or is not functioning properly due to technical malfunction or lack of cash or is unable to initiate the desired transaction.

## 13. Joint Account Owner(s)

Joint account owners may be issued their own cards. To qualify, owners must be a joint owner on both the primary owner's savings or checking accounts. You agree to hold the Bank harmless for any and all transactions by any cardholder authorized on your account.

## 14. Termination and Amendment

The Bank may at any time terminate your right to make transactions or cancel this Agreement. The Bank may give notice of termination but is not obligated to do so. Your card and PIN may not be used after having been terminated. You may terminate or cancel your card by giving the Bank written notice. Your written notice of termination will become effective no later than the end of the first business day following the Bank's receipt of notice. Termination will not affect any liability incurred by you prior to termination. The Bank may amend this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Account, you will be given at least twenty-one (21) days prior notice of the change.

## 15. Collection Expenses

If the Bank has to file a lawsuit to collect what is owed by you, you will pay any reasonable expenses incurred by the Bank, including but not limited to, outside collection agency fees & attorneys' fees. Both you and the Bank will be bound by this written Agreement. If there is a conflict between the written Agreement and something said by the Bank's employees, you agree that this written Agreement controls.

## 16. Electronic Funds Transfer Disclosures

These Disclosures are required by federal law & are part of the ATM/Debit Card Agreements between the Bank and you.

## 17. Liability

You are responsible for all transactions you authorize using your EFT services. If you permit someone else to use an EFT service, your card, or your PIN, you are responsible for any transactions they authorize or conduct. However, TELL US AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe someone has used your card or access PIN without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. You are not liable for an unauthorized Mastercard debit card transaction that was not conducted at an ATM if: you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized Mastercard debit card transaction that was not conducted at an ATM will be no more than \$50. For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your card and PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as 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 #800-809-DFSB (3372), or visit a Dearborn Federal Savings Bank branch. Also, you may write to Dearborn Federal Savings Bank, 22315 Michigan Avenue, Dearborn, MI 48124.

## 18. Fees

If you conduct a transaction at a non-DFSB ATM or POS terminal, you may be charged a fee by the owner/operator of the ATM/POS, and the network used to process the transaction may also charge an additional fee. If a transaction is greater than the balance of your DFB accounts, you may be subject to a \$25 non-sufficient fund fee. If you lose your card, you may be charged a \$25 replacement card fee.

**19. Circumstances in which Information will be Disclosed to Third Parties**

The Bank will disclose information to third parties about your account or Transactions made by you: 1) When it is necessary for completing Transactions; 2) To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; 3) In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency.

**20. Summary of Right to Receive Documentation of Transactions**

You will receive a monthly account statement unless there are no transactions in a particular month.

**21. ATM and POS Terminal Receipts**

You can receive a receipt for each transaction to or from your account that is made at an ATM or POS terminal. You can get the receipts when the transactions are made. You may not get a receipt if the amount of the transaction is \$15 or less.

**22. Summary of Liability for Failure to Make Transactions**

If the Bank does not complete a transaction to or from your account on time, or in the correct amount, according to your agreement with the Bank, the Bank will be liable for your losses or damages as provided in the Electronic Fund Transfer Act. However, there are some exceptions. The Bank will not be liable if: through no fault of the Bank, you do not have sufficient funds in your account to make the transaction. The Transaction would go over your daily limit. The ATM/POS terminal where you're making the transaction doesn't have sufficient cash. Circumstances beyond the Bank's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by the Bank. The funds are subject to legal process or other encumbrance restricting such transaction. The transaction would exceed one of the established limits in this Agreement, including if the account is closed.

**23. Business Day Disclosure**

The Bank's business days are Monday-Friday. Holidays are not included.

**24. In Case of Errors or Questions about Electronic Transfers**

You should visit the Bank, telephone the Bank at 800-809-DFSB (3372) or write to Dearborn Federal Savings Bank Attn: Customer Service, 22315 Michigan Avenue, Dearborn, MI 48124 as soon as possible, if you believe a statement or receipt is wrong or if more information is needed about a transaction listed on a statement or receipt. The Bank must be notified no later than 60 days after it sent the first statement on which the problem or error appeared. You must: Provide your name and account number. Describe the error or transaction in question and explain why you believe it is an error or why more information is needed. Provide the dollar amount of the suspected error. If notified orally, the Bank may require that you send the complaint or questions in writing within 10 business days. The Bank will notify you of the results of the investigation within 10 business days (or 20 business days for Transactions involving a new account) after being notified by you and will correct any error promptly. If the Bank requires more time, however, it may take up to 45 days (or 90 days for any transactions: (i) conducted at POS terminals; (ii) initiated outside of the U.S., its territories or possessions; or (iii) involving a new account) to investigate your complaint or question. If the Bank decides to do this, the Bank will apply provisional credit to your account within 10 business days (or 20 business days for transactions involving a new account) for the amount believed to be in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank requires that your complaint or question be put in writing and it is not received within 10 business days (or 20 business days for transactions involving a new account), the Bank may not recredit your account. An account is considered a "new" account for 30 days after the first deposit is made, if you are a new customer. The Bank will tell you the results within three business days after completing its investigation. If the Bank decides that there was no error, the Bank will send you a written explanation. You may ask for copies of the documents that were used in the Bank's investigation. Use of ATMs and Deposit Facilities: all customers are advised that when using ATMs, you should: be aware of your surroundings, particularly during the hours of darkness; be accompanied by another person during the hours of darkness. Refrain from displaying your cash; put your money away as soon as the transaction is done; count cash in the safety of a locked enclosure such as a car or home. Use another ATM/facility or return at a later time if anything suspicious is noticed. Immediately report all crimes to Dearborn Federal Savings Bank or the operator of the ATM and to local law enforcement officials.

**OFFICE LOCATIONS**

**MAIN OFFICE**

22315 Michigan Avenue Dearborn, MI 48124  
(313) 565-3100  
(313) 565-9275 (facsimile)

**NEIGHBORHOOD OFFICES**

22180 W. Outer Drive Dearborn, MI 48124  
(313) 274-5200  
(313) 274-5202 (facsimile)

4111 S. Telegraph Dearborn Heights, MI 48125  
(313) 274-1300  
(313) 274-1302 (facsimile)

27115 W. Warren Dearborn Heights, MI 48127  
(313) 278-5800  
(313) 278-5802 (facsimile)

14615 Ford Road Dearborn, MI 48126  
(313) 581-7630  
(313) 581-7632 (facsimile)