



ATM CARD
APPLICATION AND
AGREEMENT

Take Control of Your Finances

With your EMECU/SHAZAM card, you have access to your money anytime, day or night anywhere you see the SHAZAM symbol.

You also have more control over your finances, whether you're down the street or thousands of miles from your financial institution. Using your EMECU/SHAZAM card, you can

- Withdraw cash
- Inquire into your account balance

Add Convenience to Your Life

With EMECU/SHAZAM, you never need to worry about identification, checks, or having the correct amount of cash on hand.

And you can easily track transactions you have made with your card, because each time you complete a transaction, you receive a receipt indicating the date, place, amount, and type of transaction you just made. Your monthly statement also provides a detailed record of each transaction.

Handle Your Money Safely

With your EMECU/SHAZAM card, you are assigned a four-digit Personal Identification Number (PIN). Only you know your PIN. Your card cannot be used without it.

Protect your EMECU/SHAZAM card and your PIN at all times by keeping in mind the following safety tips:

- Memorize your PIN. If you must write it down, keep it separate from your EMECU/SHAZAM card.
- Keep your EMECU/SHAZAM card in a safe place. Store or carry your card as safely as you would cash or a credit card.
- Protect your EMECU/SHAZAM card's magnetic stripe. Avoid placing your card next to magnetic objects. They could render your card useless.
- Call your Credit Union immediately if your EMECU/ **SHAZAM** card is lost or stolen. 612-378-8100



Apply for your EMECU/SHAZAM ATM Card Today!

Primary Name

Secondary Name (for joint accounts)

Street Address

City

State

Zip Code

DOB

Phone Number

Primary Social Security Number

Secondary Social Security Number

Credit Union Account#:

By signing below, you agree to the terms of the EMECU ATM Cash Card Agreement and the Electronic Funds Disclosure Agreement.

Primary Signature

Date

Secondary Signature

Date

EMECU ATM CASH CARD AGREEMENT

If Electric Machinery Employees Credit Union (EMECU) issues you an ATM card or similar access device ("card") and a personal identification number (PIN), you can obtain cash at any time at any CIRRUS designated ATM machine or other electronic terminals ("terminals") which are designated now or in the future. In order to apply for a card, you must have any active Share Savings account with EMECU. EMECU will give you a card only if you request one. You can use Your card ONLY with your Share Savings account.

USE OF YOUR CARD: You can use Your card at terminals to withdraw money on deposit in your Share Savings account. EMECU will charge the account for any money you obtain with your card. You can make deposits at terminals designated as EXPRESS TELLER or SHAZAM terminals.

LIMITS ON WITHDRAWALS: You may use your card to withdraw up to \$200 in a day. This limit applies to you unless EMECU authorizes a different daily limit for your card.

NEW DEPOSITS: Generally, you can withdraw the available balance of the Share Savings account up to the daily limit. The availability of new deposits for withdrawal is subject to Regulation CC. This regulation will prevent new deposits from being withdrawn for one day.

WHEN THE TRANSACTION IS POSTED. The time required to charge or credit your account after you use the card will depend on the location of the terminal and the type of transaction. Generally, withdrawals will be posted to the account on the day the card is used or the next business day. If the amount you obtain with your card, when combined with other charges that EMECU might make to your account, exceeds the balance of your account, EMECU will notify you of the excess withdrawal and you must immediately pay the excess withdrawal amount and any fee.

JOINT ACCOUNTS: If an account is a joint account, every person who can use the account is responsible for the use of your card. Any notice given to any authorized account user will be effective for all other persons who can use the account. This is true even if other agreements you have with EMECU state the withdrawals or deposits can be made only by written request.

ATM CASH MACHINE MALFUNCTIONS: It is possible that terminals may malfunction. You will not hold EMECU responsible for damages that result from or are a consequence of a terminal not dispensing cash, or dispensing cash in the wrong amount. You will notify EMECU as soon as possible if any terminal fails to dispense the correct amount of cash. You

understand that the longer you wait to report the error the more difficult it will be to verify your claim. You will notify EMECU in the manner explained in the section titled "In Case of Errors or Questions about Electronic Funds Transfers." See Electronic Funds Transfer Agreement.

AUTHORIZING OTHERS TO USE YOUR CARD: By accepting your card, you agree not to authorize or permit any other person to use it. If anyone does use it with your permission, you will be responsible for any charges that EMECU makes to your account. Your rights in case your card is used by another person without your authority are described in the section titled "Your Liability for Unauthorized Withdrawals." See Electronic Funds Transfer Agreement.

MINNESOTA CIVIL ACTION: If your transaction is with a Minnesota financial institution, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Funds Transfer Facilities Act. You may recover actual damages or \$500, whichever is greater. You may also recover punitive damages, together with court costs and reasonable attorney's fees incurred.

TERMINATING YOUR CARD PRIVILEGES: Your card is the property of EMECU. EMECU may terminate your card privileges at any time by sending you written notice at the most recent address on file. You may terminate card privileges any time by calling or writing EMECU at the telephone number or address at the top of this disclosure. Any person with an interest in your joint account may terminate card privileges for that account by giving EMECU notice in the same manner. If your card privileges are terminated, you must immediately surrender your card to EMECU. This is true no matter who terminates the card privileges. Termination of card privileges will not affect your respective rights and obligations for transactions made with your card before the privileges were terminated.

FEES: You will be able to make 2 free withdrawals in each statement cycle, approximately one month in length. Each withdrawal thereafter will be assessed a \$1.00 charge per withdrawal. There will be no fees for deposits. All inquiries only will be assessed a \$1.00 fee. No exceptions. If you lose your card, you will be able to obtain one more card free. Each time thereafter a \$5.00 fee will be assessed. Any funds withdrawn in excess of your account balances will be assessed a \$10 fee.

ELECTRONIC FUNDS DISCLOSURE AGREEMENT

BUSINESS DAYS: Electric Machinery Employees Credit Union (EMECU) business days are Monday through Friday. Some holidays EMECU is

closed and these days are not considered business days. Business hours are Monday through Friday, 8:00am. to 4:30 p.m.

LIABILITY FOR UNAUTHORIZED WITHDRAWALS: An "unauthorized withdrawal" is a withdrawal by a person who does not have your actual, implied or apparent permission, and is a withdrawal that does not benefit you. You will not be liable for unauthorized withdrawals except as explained in this disclosure. A withdrawal by a joint account holder or other person with an interest in your account is not an unauthorized withdrawal. If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will tell EMECU AT ONCE. Telephoning EMECU at the following number is the best way of keeping your possible losses to a minimum: (612) 378-8100, or write to: Electric Machinery Employees Credit Union, 800 Central Ave., Minneapolis, MN 55413. You may lose all the money in your accounts if you do not notify EMECU in a timely manner. Following are the specific rules for the notice: If you notify

EMECU within two business days after you find that your card or access code has been lost or stolen, you will lose no more than \$50 if someone uses your card or access code without your permission. If you do not notify EMECU within two business days, and EMECU can prove it could have stopped someone from using your card or access code if you had notified EMECU, you could lose as much as \$500. If your statement shows transactions that you did not make, you will notify EMECU immediately. If you do not notify EMECU within 60 days after EMECU mails your statement, and if EMECU can prove that it could have prevented any loss if you had, you may not get back any money you lose after those 60 days. If a good reason (such as a long trip or a hospital stay) kept you from notifying EMECU of the loss or theft of your card or access code, EMECU will extend the time period.

RECEIPTS AND PERIODIC STATEMENTS: You will get a receipt each time you use a terminal for transactions. The receipt you receive is evidence of the transaction as recorded by the terminal. All transactions are subject to posting, final payment or verification, as the case may be.

You can use the receipt to reconcile your periodic account statement. If you have arranged to have direct deposits made to your account, you can call

EMECU at the telephone number listed above to find out whether or not a specific deposit has been made. You will get a monthly statement

specifying types, dates and amounts affecting your account unless there are no transactions in a particular month. In any case, you will get a statement at least quarterly.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC TRANSACTIONS: You will contact EMECU at the number or address noted above at once if you think your statement or receipt is wrong. You will also notify EMECU if you need more information about a transaction listed on your statement or receipt. EMECU must hear from you no later than 60 days after the FIRST statement is mailed to you on which the problem appears. EMECU needs the following information: name, account number and the dollar amount of the suspected error; and if it is a terminal transaction, the sequence number, the terminal number and the date of the transaction from the terminal receipt; and a description of the error. You will explain why you believe there is an error or what additional information you need about the transaction. If you notify EMECU orally, EMECU may ask that you send any complaints or questions in writing within

10 business days. EMECU will usually tell you of its findings within 10 business days of you notifying EMECU and correct any error promptly. If

EMECU needs more time, however, EMECU may take up to 45 days to investigate your complaint or questions, if EMECU re-credits your account within 10 business days for the amount, you think is in error. You will have the use of the money while EMECU completes its investigation. If

EMECU asks you to send your complaint or question in writing and it is not received within 10 business days, EMECU need not re-credit your account.

If EMECU decides there was no error, EMECU will send you a written explanation within 3 business days after the investigation is finished. You may ask for copies of the documents that were used in the investigation.

EMECU LIABILITY FOR FAILURE TO MAKE OR STOP CERTAIN TRANSACTION: If you ask EMECU to stop payment of a pre-authorized transaction at least 3 business days before the transaction is scheduled, EMECU will not be liable for your losses or damages if the transaction was not stopped. If a transaction is not completed to or from your account on time or in the correct amount, EMECU will be liable for your losses or damages. However, there are some exceptions. EMECU will not be liable if: through no fault of EMECU, you do not have enough money in your

account to complete the transaction; or the transaction would go over the limit on your credit line; or the terminal where you

did the transaction did not have enough cash; or it was clear that the terminal service was not working properly when the transaction was begun; or circumstances beyond

EMECU's control (such as fire, flood, power failure) prevented the transaction; or there are other exceptions stated in this disclosure.

DISCLOSURE INFORMATION: EMECU will not disclose any information to third parties about your account or the transactions you make except when necessary, in order to complete transactions or to verify the existence and condition of your account for a third party, such as a merchant or credit bureau; or to comply with a subpoena, search warrant or other government agency or court order; or in connection with examinations by state and federal banking authorities; or if you give EMECU written permission.

PRIVACY PROTECTION AT OFF-PREMISES TERMINALS IN MINNESOTA: A Minnesota law protects the privacy of customers (members) using electronic terminals, supporting equipment, structures or systems ("electronic terminal systems") in Minnesota off a bank's premises.

Information received by or processed through these electronic terminal systems must be treated and used only according to applicable law relating to the disclosure and dissemination of such information. Minnesota law provides that people establishing and maintaining those electronic terminal systems shall take such steps as are reasonably necessary to restrict disclosure of information to that needed to complete transactions. Any information received about a customer (member) or their account through misuse by people manning such electronic terminal systems must also be safeguarded by those who establish and maintain them.

CHARGES: Your charges for electronic fund transaction services (not including account fees that apply whether or not your account has electronic service) are as follows: a fee of \$1.00 will be charged for each terminal withdrawal after two free withdrawals in each statement cycle; and a fee of

\$5.00 will be charged if ordering and additional access card after the card holder has lost the card a second time; and a \$10 fee will be charged if the

account is overdrawn through an electronic terminal; and a \$1.00 fee will be charged for every INQUIRY ONLY made through an electronic terminal.

SA VIN GS ACCOUNT TRANSFER LIMITATIONS. At this time no transfers are allowed through electronic terminals.

CHANGES IN THESE TERMS. From time to time, EMECU may have to change the terms and conditions of your account(s), including the terms of electronic fund transactions. Unless an immediate change is necessary to ensure the security of the electronic fund transaction system or your account, EMECU will give you written notice at least 30 days before the effective date of any changes which would: increase your charges or liability; or decrease the number of services you may use; or place stricter limits on the frequency or amount of transactions you can make.

TERMINATION: All your electronic fund transaction privileges will end if you close your account(s) with EMECU. EMECU may or you may also terminate specific electronic fund transaction services without closing your account(s). You may terminate a service by calling or writing EMECU at the number or address provided. EMECU may terminate your right to receive electronic fund transactions and your card privileges at any time by giving you notice. If EMECU terminates your card privileges, you must return your card(s) to EMECU right away.

OTHER TERMS AND CONDITIONS THAT APPLY TO YOUR ACCOUNT: Terms and conditions in this disclosure relate specifically to any electronic fund transactions you authorize. Your account is also governed by the bylaws of the credit union and by the terms and conditions given to you when you opened your account and amendments to those terms and conditions. If those terms and conditions are inconsistent with this disclosure, this disclosure will control.