

DEEPWATER MASTERCARD DEBIT CARD AND ATM CARD DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to inform you of certain rights which you have under the Electronic Fund Transfer Act.

1. **NETWORK ACCESS** - Your DEEPWATER MASTERCARD DEBIT CARD or ATM CARD (DEEPWATER CARDS) with Personal Identification Number ("PIN") is good in the following networks PLUS, CIRRUS, ADVANTAGE, ACCEL, ALLPOINT, MASTERCARD AND VISA. At in network ATMS (Automated Teller Machines) you may conduct any of the following transactions for each of the accounts you have requested to be accessed by your DEEPWATER CARDS:
 - A. Withdraw cash
 - B. Deposit cash, checks or drafts (Not all ATMs may accept deposits. There may also be limits on the amount of funds which you may deposit in certain ATMs.)
 - C. Obtain the available balances
2. **OTHER ATM NETWORK ACCESS** - From time to time we may make arrangements with other ATM networks to grant access to DEEPWATER CARDS. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges therefore at that time.
3. **PURCHASE TRANSACTIONS** - You may use the DEEPWATER DEBIT CARD with your PIN at any retail establishment ("merchant") where DEEPWATER DEBIT CARDS are accepted to purchase goods and services and/or obtain cash where permitted by the Merchant ("Purchase"). The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your primary Transaction, Share Draft (checking) Account. When you make a Purchase using the DEEPWATER CARDS you will be requesting us to withdraw funds from your selected primary Transaction, Share Draft (checking) or Savings Account in the amount of the Purchase and directing or ordering us to pay these funds to such merchants.
4. **LIMITATIONS ON THE USE OF YOUR DEEPWATER DEBIT CARD** - You may use the DEEPWATER DEBIT CARD to withdraw up to \$500.00 cash or \$1500.00 purchase each calendar day including purchase transactions at ATMs which we inform you are available for you to use and at merchants from your account, provided the funds are available in your account. There is also a limit on Cardholder Not Present transactions of \$750.00 each calendar day. The DEEPWATER ATM CARD has a \$500.00 cash/purchase limit per day. The day for withdrawal limits starts at 12:01 a.m. each calendar day and ends at midnight 12:00 p.m. There are also certain limitations on the frequency of use of the DEEPWATER CARDS each calendar day. These limitations are imposed and not revealed for security purposes. You will be denied the use of your DEEPWATER DEBIT OR ATM CARDS if you (i) exceed the daily withdrawal limit, (ii) do not have adequate funds available in your account, (iii) do not enter the correct PIN or (iv) exceed the frequency of usage limitation. The receipt provided by the ATM will notify you of the denial. There is a limit on the number of denials permitted. Attempts to exceed the limit may result in machine retention of your CARD at an ATM. The number of attempts that result in machine retention of your CARD is not revealed for security reasons.
5. **UNLAWFUL USE OF FINANCIAL SERVICES** - Your DEEPWATER DEBIT or ATM CARD may be used for any transaction permitted by law. You agree that illegal use of your DEEPWATER DEBIT or ATM Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of DEEPWATER INDUSTRIES FEDERAL CREDIT UNION (DIFCU). You further agree, should illegal use occur, to waive the right to sue DIFCU for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold DIFCU harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.
6. **LOST OR STOLEN CARDS** - If you believe your DEEPWATER DEBIT or ATM CARD or your PIN has been lost or stolen or that an unauthorized transfer or Purchase from any of your accounts has occurred or may occur, please contact DIFCU immediately. Our address is PO Box 42, 565 North Broadway, Deepwater, NJ and our phone number is (856) 299-1279. If calling after our regular business hours call 1 (800) 472-3272. Your card will then be closed and a new one will be reissued to you on the next business day. If you attempt to use your old card it may be captured and retained by the ATM or merchant.
7. **CHARGES FOR TRANSACTIONS** - We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to assessment or change in assessment.
8. **DEPOSIT INFORMATION** - Deposits made at ATMs are posted to your accounts according to the rules and regulations of those accounts and fund availability policies which are contained in our disclosure statement required under the Expedited Funds Availability Act (EFAA), a copy of which has been provided to you or is available upon request. You may not deposit any foreign currency. All deposited items are removed from the ATM at our Headquarters before 3:00 p.m. each calendar day.

DIFCU reserves the right to verify the items so deposited before such funds are made available to you; however, you may withdraw against the amount deposited (up to the daily withdrawal amount or up to a maximum of 50% of your deposit against the entire amount deposited up to the daily withdrawal amount). If the amount of the funds contained in your deposit envelope differs from the amount you have indicated to the ATM, we will adjust your accounts to reflect the amount we have received and advise you of the difference.
9. **RECORD OF TRANSACTION** - You will receive a printed receipt for each ATM or Purchase transaction which you make at the time of the transaction. You will receive a monthly statement showing the status of your account, transaction made during the past month, and any charges which we may impose for such services or transactions.
10. **LIABILITY FOR UNAUTHORIZED TRANSFERS** - CONTACT US IMMEDIATELY if you believe your DEEPWATER DEBIT OR ATM CARD or PIN has been lost or stolen. Telephoning us at (856) 299-1279 during regular business hours or 1 (800) 472-3272 after regular business hours is the best way of keeping losses to a minimum. You could lose all of your money in the accounts if you take no action to notify us of the loss of your DEEPWATER DEBIT or ATM CARD or PIN. If you notify us of the loss, your liability will be as follows:

- A. If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your DEEPWATER DEBIT or ATM CARD and PIN without your permission.
- B. If someone used your DEEPWATER DEBIT or ATM CARD and PIN without your permission, you could lose as much as \$500.00 if you do not contact us within two business days after learning of the loss, and if we can prove that we could have prevented the loss if you had contacted us.
- C. If your monthly statement shows transfers or purchases that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days, if we can prove that you contacting us would have prevented those losses. You will need to contact the merchant in order to receive a credit if you discover the purchase or transfer after the 60-day period.

11. **BUSINESS DAYS** - Our business days are Monday through Friday. Holidays are not included.

12. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS** - Telephone us at (856) 299-1279 or write us at DEEPWATER INDUSTRIES FEDERAL CREDIT UNION, P.O BOX 42, 565 North Broadway, Deepwater, NJ 08023-0042, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must do the following:
- A. Tell us your name, transaction account number and DEBIT or ATM CARD number.
 - B. Describe the error of the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information: and
 - C. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or questions in writing within 10 business days. After we receive your inquiry, we will tell you the results of our investigation within 10 business days for domestic transactions or 20 business days for purchase or international transactions that were made outside the United States, the Commonwealth of Puerto Rico, or any political subdivision thereof. We will correct any error promptly. If we need more time, however, we may take up to 45 days for ATM transactions or 90 days of purchase or International transactions to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days if it is an ATM transaction or 20 business days if it is a purchase or International transaction 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 do not receive your complaint or question in writing within 10 business days, we may not re-credit your account. If we decide that there is no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

13. **DISCLOSURE OF ACCOUNT INFORMATION** - We will disclose information about the transactions you make on your account to third parties:
- A. Where it is necessary to complete transactions;
 - B. To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
 - C. In accordance with your written permission;
 - D. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders examinations and escheat reports; and/or
 - E. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

14. **OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER TRANSACTION** - If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:
- A. There are insufficient funds in your account to complete the transaction through no fault of ours.
 - B. The funds in your account are unavailable.
 - C. The funds in your account are subject to legal process.
 - D. The transaction you request would exceed the funds in your account plus any available overdraft credit.
 - E. The ATM has insufficient cash to complete the transaction.
 - F. Your card has been reported lost or stolen and you are using the reported card.
 - G. We have reason to believe that the transaction requested is unauthorized.
 - H. The failure is due to an equipment breakdown which you knew about when you started the transaction at the ATM or Merchant terminal.
 - I. The failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control.
 - J. You attempted to complete a transaction at an ATM or Merchant terminal which is not a permissible transaction listed above or
 - K. The transaction would exceed limitations on the use of your DEBIT or ATM CARD.

In any case, we shall be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

FEE SCHEDULE

- 1. DEEPWATER DEBIT or ATM CARD withdrawals on foreign (non-DIFCU) ATMS per month are free.
- 2. \$2.00 statement charge for a copy of member's DEEPWATER DEBIT or ATM CARD statement.
- 3. No charge for DEBIT or ATM CARD withdrawals at the Deepwater location.

DEEPWATER INDUSTRIES FEDERAL CREDIT UNION

565 North Broadway, P.O. Box 42, Deepwater, NJ 08023-0042 - (856) 299-1279