

# **Synergy Partners Credit Union**

## **ATM Card**

### **Agreement and Disclosure**

This ATM (Automated Teller Machine) Agreement and Disclosure is the contract, which covers your and our rights and responsibilities concerning the ATM transfer services offered to you by Synergy Partners Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners or any authorized users. The words “we”, “us” and “our” mean the Credit Union. The word “account” means any one or more share and share draft accounts you have with the Credit Union. ATM transactions are electronically initiated transfers of money from your account through the ATM services described below. By signing an application or account card for ATM services, signing your Card, or using your card, each of you, jointly and severally, agrees to the terms and conditions in this Agreement and any amendments for the ATM services offered.

#### **1) Synergy Partners CU ATM Program.**

If approved, you may use your Card and PIN (Personal Identification) in automated teller machines of the Credit Union, STAR Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Withdraw funds from your share and share draft accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of your assigned limit in any one day, if there are sufficient funds in your account.

#### **2) Conditions of ATM Services**

a. Ownership of Cards. Any Card or other device, which we supply to you, is our property and must be returned to us, or any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we, nor merchants authorized to honor the Card, will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Security of Access Code (PIN). The PIN issued to you is for your security purposes. Any PIN's issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use a PIN may withdraw funds from any of your accounts. If you fail to maintain the security of

your PIN and the Credit Union suffers a loss, we may terminate your ATM services immediately.

d. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all ATM transactions to or from any share and share draft accounts as provided. Each joint account, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any ATM transaction on any account from any joint account owner.

3) **Fees and Charges.** There are certain charges for ATM services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

- \$1.50 fee for each withdrawal.
- \$1.00 fee will be charged for denial.
- \$25.00 fee will be charged for taking your account negative.

4) **Member Liability.** Tell us at once if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you contact us within two (2) business days, you can lose no more than \$50 if someone uses your card 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, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. 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 had been lost or stolen, call:

(773)646-3000

Or write to:

Synergy Partners Credit Union  
11615 S. Avenue O  
Chicago, IL 60617

5) **Right to Receive Documentation**

a. **Periodic Statements.** Withdrawals made through any ATM will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. **Terminal Receipt.** You can request a receipt at the time you make any transaction involving your account using an ATM terminal.

6) **Account Information Disclosure.** We will disclose information to third parties about your account:

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party; such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission

7) **Business Days.** Our business days are Monday through Friday, excluding holidays.

8) **Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail a notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is

subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your funds at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later.

If you are in the middle of a transaction, take your Card and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number on your ATM card.
- Report all crime to law enforcement officials immediately.

9) **Termination of ATM Services.** You may terminate this Agreement for ATM service at any time by notifying us in writing and stopping your use of your Card. You must return all Cards to the Credit Union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your Card or access code for ATM service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

10) **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Illinois and any local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

11) **Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

**Synergy Partners Credit Union**

**11615 S. Avenue O**

**Chicago, IL 60617**

**(773)646-3000**

**Fax: (773)646-5682**

**Synergy Partners Credit Union  
ATM Card Application**

Date: \_\_\_\_\_ Member No. \_\_\_\_\_

Member Information

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Day Phone: \_\_\_\_\_

DOB: \_\_\_\_\_

SSN: xxx-xx-\_\_\_\_\_

By signing below, I am requesting a Synergy Partners CU ATM Card. I am responsible for all actions regarding the use of the Card and indemnify and hold Synergy Partners Credit Union harmless resulting from such use. I have read the attached ATM Card Agreement and Disclosure and consent to all of its provisions.

Member signature: \_\_\_\_\_

## **Synergy Partners Credit Union ATM Card Program Highlights**

In our continued effort to provide financial services that are both convenient as well as competitive, Synergy Partners Credit Union offers an ATM card for any member that has a savings or checking account.

Our ATM cards are part of the Allpoint Network, the world's largest surcharge-free ATM network, with over 50,000 locations across the United States, Canada, Mexico, United Kingdom, Australia and the Caribbean.

All of Allpoint's 50,000 ATMs can be found in recognized retailers like Target, CVS, 7 Eleven, Costco, and Walgreens. Allpoint ATMs are now easier to find with their free downloadable mobile app for iPhone, Android and Blackberry as well as an easy to use mobile friendly website. To find surcharge-free ATMs online visit: [www.allpointnetwork.com](http://www.allpointnetwork.com).

### **APPLYING FOR AN ATM CARD**

A balance of \$250.00 must be in the account before an ATM card can be requested.

Once the ATM has been activated, a minimum of \$100.00 must be in the account to keep the ATM card active. If your average daily balance stays below the minimum required amount, your ATM card will be cancelled.

### **ATM FEES**

\$1.50 - ATM Withdrawals

\$1.00 - ATM Denials

### **DAILY WITHDRAWAL LIMIT**

The Synergy Partners Credit Union ATM card is an off-line card. The card can be used for withdrawals only. The card does not allow for balance inquiries, deposits, or point of sale transactions. Because the card is off-line, we must set a maximum daily withdrawal limit for every cardholder. The limit is based on the balance in your account. This amount can be adjusted up or down based on the average daily balance of your account.

### **WITHDRAWAL PERIOD**

Daily withdrawal limits reset daily at 3pm CST. Weekends count as one day beginning Friday at 3pm and ending Monday at 3pm.

### **CANCELLATION**

ATM cards will be cancelled if you overdraft the account, for inactivity, or if the account remains below the minimum \$100.00 balance.