



## STAR SYSTEMS/ATMCARD 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. **STAR ATM SYSTEMS Services:** There are thousands of STAR ATM locations around the country. Just look for the STAR sign, or call 1-800-523-4175 for the location nearest you. You may use your ATM card with your Personal Identification Number (PIN) to conduct any of the following transactions for each of the accounts you have requested to be accessed by your STAR ATM CARD:

Withdraw cash from:

- (1) Your Share Draft Checking Account; and
- (2) Your Primary Savings Account

Deposit cash, checks or drafts to:

- (1) Your Share Draft Account; and
- (2) Your Primary Savings Account

Transfer funds:

- (1) Between your Share Draft account; and
- (2) Your Primary Savings account

Some STAR SYSTEMS may only provide access to the accounts you have designated as your Primary Share Draft account. NOT ALL STAR SYSTEM ATMS MAY ACCEPT DEPOSITS. THERE MAY ALSO BE LIMITS ON THE AMOUNT OF FUNDS THAT YOU MAY DEPOSIT IN CERTAIN STAR ATMS.

2. **STAR Automated Teller Machine (ATM) Services.** You may use your STAR/ATMCARD with your PIN at STAR ATMs to request any of the services that are available at a STAR ATM described above, except payments enclosed in a deposit/payment envelope.

3. **PLUS SYSTEM SERVICES.** You may use the STAR/ATMCARD with your PIN at any PLUS SYSTEM ATM located throughout the United States, the Commonwealth of Puerto Rico, Canada, Great Britain, and those foreign countries that may be added at a later date to conduct any of the following transactions that are available at the PLUS SYSTEM ATM:

Withdraw cash from:

- (1) Your Share Draft Checking Account; and
- (2) Your Primary Savings Account

Deposit cash, checks or drafts to:

- (1) Your Share Draft Account; and
- (2) Your Primary Savings Account

Transfer funds:

- (1) Between your Share Draft account; and
- (2) Your Primary Savings account

These are the present services available from the PLUS SYSTEM Network, but other services may be provided in the future as they are developed. The above transactions are only applicable to the accounts you list on your STAR/ATMCARD application form.

**4. OTHER ATM NETWORK ACCESS.** From time to time we may make arrangements with other ATM networks to grant access to STAR/ATMCARDS. We shall inform you when such arrangements are made and describe the services that are made available to you and the charges therefore at that time.

**5. PURCHASE TRANSACTIONS.** You may use the STAR/ATMCARD with your PIN at any retail establishment (Merchant) where STAR/ATMCARDS are accepted to purchase goods and services and/or to 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 Share Draft Account. When you make a purchase using the STAR/ATMCARD, you will be requesting us to withdraw the funds from your Primary Share Draft Account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any Purchase refund made by a Merchant will be posted to your Primary Share Draft Account.

**6. LIMITATIONS ON THE USE OF YOUR STAR/ATMCARD.** You may use the STAR/ATMCARD to withdraw up to \$500.00 each business day at a STAR ATM, STAR CHECK ATM, PLUS SYSTEM ATM, and other ATMs that we inform you are available for you to use, and at Merchants, from your account(s), provided the funds are available in your account(s).

In addition to the amount you may withdraw in cash each business day, you may use you the STAR/ATMCARD to purchase up to your POS Purchase Limit of \$500.00 each day. (However, the total amount of your cash withdrawals and Purchase transactions plus any transaction fees each business day may not exceed your Overall Debit Limit of \$1,000.00.) Furthermore, Purchase refunds will be posted to the available balances in you Primary Share Draft account up to the POS Returns Limit of \$500.00. (However, the total amount of your cash withdrawals and Purchase transactions plus any transaction fees each business day may not exceed your Overall Debit Limit of \$1,000.00. Furthermore, Purchase refunds will be posted to the available balances in you Primary Share Draft account up to the POS Returns Limit of \$500.00. Purchase refunds in excess of the POS Returns Limit will be posted to restricted balances in your primary account. The total amount of Purchase refunds posted to available balances and funds made available to you from items (i.e., cash, checks, drafts) you present at a STAR ATM or STAR CHECK ATM cannot exceed \$1,000.00 each business day.) See section 9 below for further information about the funds availability relating to items you present for deposit at a STAR ATM or STAR CHECK ATM (and items you present for cashing at a STAR CHECK ATM).

The day for withdrawal and Purchase limits starts at 3:00 p.m. each business day and ends at 3:00 p.m. the next business day. (Weekends, including three-day holidays are considered “one business day”). There are also certain limitations on the frequency of use of the STAR/ATMCARD each business day. These limitations are imposed and not revealed for security purposes.

We have the ability to set special limits for some of our members. If we set special Limits for you, we will provide you with written disclosure of your special Limits with this Disclosure Statement. You will be denied the use of the STAR/ATMCARD if you (i) exceed the daily withdrawal or purchase 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 STAR ATM, STAR CHECK ATM, PLUS SYSTEM ATM, or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in the machine retention of your STAR/ATMCARD at an ATM. The number of attempts that result in machine retention of your STAR/ATMCARD is not revealed for security reasons.

**7. HOW TO CONTACT STAR SERVICE.** If you believe your STAR/ATMCARD has been lost or stolen or that an unauthorized transfer or purchase from any of your accounts has occurred or may occur, please contact STAR immediately by calling 1-800-523-4175 or writing the Credit Union at:

Tobyhanna Army Depot Federal Credit Union  
11 Hap Arnold Boulevard  
Tobyhanna, PA 18466-5049  
Phone: 570-894-8325

A new card may be issued to you at that time and a “hold” will be placed on your old card. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card, it may be captured and retained by the STAR ATM, STAR CHECK ATM, or PLUS SYSTEM ATM.

**8. 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. Please see our Fee Schedule for current charges associated with the STAR/ATMCARD.

If you use an ATM that is not operated by Tobyhanna Army Depot Federal Credit Union, you may be charged a fee by the operator of the machine and/or by the operator’s automated transfer network.

**9. DEPOSITS AND FUNDS AVAILABILITY INFORMATION.** Deposits made at STAR ATMs or STAR CHECK ATMs are posted to your account(s) according to the rules and regulations of those account(s) and our funds 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 items presented at a STAR ATM or STAR CHECK ATM are removed before 3:00 p.m. each business day.

Tobyhanna Army Depot Federal Credit Union 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 total

amount of your deposit or \$100.00, whichever is less. The amount of funds you can withdraw against from deposits is limited by your daily withdrawal limit. When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the daily withdrawal amount. You may deliver cash, checks, and other items at any STAR ATM and STAR CHECK ATM that accepts deposits for transmission to us for deposit to your accounts, unless restricted by the state where the account resides. If the dollar amount on the items presented differs from the amount you have indicated to the STAR ATM or STAR CHECK ATM, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

**10. RECORD OF TRANSACTION.** You will receive a printed receipt for each STAR ATM, STAR CHECK ATM, PLUS SYSTEM ATM, or Purchase transaction, which you make at the time of your transaction. You will receive a monthly statement showing the status of your account(s), transactions made during the past month, and any charges that we may impose for such services or transactions.

**11. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** If you believe your STAR/ATMCARD or PIN Number has been lost or stolen, calling 1-800-523-4175 or 570-894-8325 is the best way of keeping your losses to a minimum. You could lose all the money in your account(s) if you take no action to notify us of the loss of your STAR/ATMCARD or PIN Number. If you notify us of the loss, your liability (for unauthorized transfers, excluding check cashing transactions at a STAR CHECK ATM) will be as follows:

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 STAR/ATMCARD and PIN Number without your permission.

If someone used your STAR/ATMCARD and PIN Number without your permission, you could lose as much as \$500.00 if you do NOT contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.

Also, 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 your contacting us would have prevented the losses.

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

**13. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.**

Telephone us at 570-894-8325 or 1-800-523-4175 or write us at:

Tobyhanna Army Depot Federal Credit Union  
11 Hap Arnold Boulevard  
Tobyhanna, PA 18466-5049

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:

Tell us your name, transaction account number, and STAR/ATMCARD number. Describe the error or 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; and Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question 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 the STAR ATM, STAR CHECK ATM, or PLUS SYSTEM ATM transactions, or 20 business days for Purchase transactions or any transactions that were made outside of the United States, the Commonwealth of Puerto Rico, or any political subdivisions thereof (International transactions) after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days for STAR ATM, STAR CHECK ATM, or PLUS SYSTEM ATM transactions or 90 days for Purchase or International transactions to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days if it is a STAR ATM, STAR CHECK ATM, or PLUS SYSTEM 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 (or your transaction concerned a check cashing transaction at a STAR CHECK ATM), we may not credit your account.

If we decide 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.

**14. DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information about your account or the transactions you make to third parties:

Where it is necessary to complete transactions; To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau; In accordance with your written permission; In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports; and/or 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.

**15. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS 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: there were insufficient funds in your account to complete the transaction through no fault of ours; the funds in your account are unavailable; the funds in your account are subject to legal process; the transaction you request would exceed the funds in your account plus any available overdraft credit; the STAR ATM, STAR CHECK ATM, or PLUS SYSTEM ATM has insufficient cash to complete the transaction; your card has been reported lost or stolen and you are using the reported card; we have reason to believe the transaction you requested is unauthorized; the failure is due to an equipment breakdown, which you knew about when you started the transaction at the STAR ATM, STAR CHECK ATM, PLUS SYSTEM ATM, or Merchant terminal; the failure was caused by an act of God, a war, a fire, or other catastrophe, or by an electrical or a computer failure or by another cause beyond our control; you attempt to complete a transaction at a STAR ATM, STAR CHECK ATM, PLUS SYSTEM ATM, or Merchant terminal which is not a permissible transaction listed above; or the transaction would exceed security limitations on the use of your STAR/ATMCARD.

16. The ATMcards will be assessed a yearly fee of \$18.00, which will be withdrawn from the savings account. The fee will be taken on the 1st business day of the month when the card was issued.

17. Additional fees:

- Non sufficient funds \$20.00
- STAR replacement (within one year) \$5.00
- VISA check card (before expiration date) \$5.00
- Deposit Discrepancy \$5.00
- Empty Envelope \$25.00 (Plus immediate closure of card)
- Return Item Fee \$10.00
- Picture Request \$50.00
- Chargeback Request Fee \$20.00

In any case, we shall only 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.