

JOINT SHARE ACCOUNT AGREEMENT

The **Benchmark Federal Credit Union** is hereby authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. The joint owners of this account, hereby agree with each other and with said Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge said Credit Union from any liability for such payment. The joint owners also agree to the terms and conditions of the account as established by the Credit Union from time to time.

Any or all of said joint owners may pledge all or any part of the shares in this Account as collateral security to a loan or loans from this Credit Union.

The right or authority of the Credit Union under this Agreement shall not be changed or terminated by said owners, or any of them except by written notice to said Credit Union which shall not affect transactions theretofore made.

BASIC & eCHECKING ACCOUNT AGREEMENT

I/We hereby authorize Benchmark Federal Credit Union to establish this Checking Account for me/us. The Credit Union is authorized to pay checks signed by me (or by any of us) and to charge all such payments against the shares in this Account. It is further agreed that:

- A) Only blank checks (and other methods) approved by the Credit Union may be used to make withdrawals from this Account.
- B) The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected share balance in this Account.

However, if any of the undersigned writes a check that would exceed such balance and result in this Account being overdrawn, the Credit Union may:

- 1) Treat such check as a request to the Credit Union for an advance (in multiples of \$100) from my/our line-of-credit loan sufficient to permit the Credit Union to pay such check and credit the loan advance to this Account; or
 - 2) If none of the undersigned is then eligible to receive a loan advance as provided above, the Credit Union may, nevertheless, pay such check and transfer shares to this Account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the undersigned is then eligible to withdraw shares.
- C) The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check.
 - D) When paid, checks become the property of the Credit Union and will not be returned either with periodic statement of this Account or otherwise.
 - E) Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.
 - F) The Credit Union reserves the right to close this Account after three (3) Non-Sufficient Funds occurrences.
 - G) The Credit Union will close this Account if assessed fees and charges are not paid within ten (10) business days.
 - H) Any objection respecting any item shown on a periodic statement of this Account, is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.
 - I) This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time.
 - J) If this Agreement is signed by more than one person, the persons signing shall be the joint owners of this Account which, in that event, shall be subject to the additional terms and conditions printed herein.
 - K) **Check 21 Disclosure - Substitute Checks and Your Rights**

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew

money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (*plus interest if your account earns interest*) within 10 business days after we receive your claim and the remainder of your refund (*plus interest if your account earns interest*) not later than 45 calendar days after we received your claim.

We may reverse the refund (*including any interest on the refund*) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Benchmark Federal Credit Union
1522 McDaniel Drive
West Chester, PA 19380
(610) 429-1600 Toll-Free # (800) 999-9276
www.benchmarkfcu.org

You must contact us within 40 calendar days of the date that we mailed (*or otherwise delivered by a means to which you agreed*) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you think you have suffered a loss (*for example, you think the amount withdrawn was incorrect*);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (*identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check*).

JOINT CHECKING ACCOUNT AGREEMENT

The Credit Union is hereby authorized to recognize any of the signatures subscribed herein in the payment of funds or the transaction of any business for this Checking Account. The joint owners of this Account hereby agree with each other and with the Credit Union that all sums now paid in on shares in this Account, or heretofore or hereafter paid in on share in this Account by any or all of said joint owners to their credit as such joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship, and shall be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors, or payment as provided above, shall be valid and discharge the Credit Union from any liability for such payment.

The right or authority of the Credit Union under this Checking Account Agreement shall not be changed or terminated by said owners, or any of them, except by written notice to the Credit Union which shall not affect transactions theretofore made.

I/We hereby authorize Benchmark Federal Credit Union to obtain information from my employer or any other source, concerning my/our check cashing record AND/OR to obtain a CREDIT REPORT to determine my/our financial responsibility.

I/We understand the Benchmark Federal Credit Union is not obligated to open a Checking Account for me/us, if the information obtained is not satisfactory.

ET-24/HOME BANKING AGREEMENT

I hereby apply for a confidential Personal Identification Number (PIN) for use with ET-24/Home Banking via a push-button telephone/computer.

I understand that I cannot use ET-24/Home Banking without a PIN and my account number.

It is my understanding that my PIN may be used for check withdrawals, transfers within my account(s), information within my account(s), and loan advances subject to the terms and conditions of my existing line-of-credit, of which this Agreement is made a part of by reference, and such other transactions as may become available.

I am responsible for the safekeeping of my PIN provided by the Credit Union and for all transactions by use of ET-24/Home Banking.

I will notify the Credit Union immediately and send written confirmation if my PIN is disclosed to anyone other than a joint owner of my account. If I disclose my PIN to anyone, however, I understand that I have given them access to my account(S) via ET-24/Home Banking and I am responsible for any such transaction.

I further understand that my PIN is not transferable and I will not disclose the PIN or permit any unauthorized use thereof.

If I default in any amount I owe under this Agreement, I agree to pay any and all attorney fees and collection costs incurred by the Credit Union.

I waive all present or future claims against the Credit Union and release said Credit Union from all responsibility for loss or damage not caused by the Credit Union's negligence which I might incur through unauthorized transactions of any kind from my account(s) through the custody and use of the PIN.

I understand that the Credit Union reserves the right to discontinue access to ET-24/Home Banking without notice and will not be liable for failure to honor any ET-24/Home Banking transactions.

Amendments to this Agreement will be provided to me, in accordance with applicable laws, without restatement of the terms. The use of ET-24/Home Banking is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

Transactions made through ET-24/Home Banking are binding on the Credit Union only after verification by the Credit Union.

Transactions after the close of normal business hours each day may be posted to the appropriate account(s) on the next business day after the date of such transactions.

The total dollar amount of transactions via ET-24/Home Banking are subject to limits set by the Credit Union, and sufficient verified funds must be available to satisfy my transaction instructions.

I agree to the terms and conditions of this Agreement.

ACCOUNT-TO-ACCOUNT (A2A)

I/We understand that to enroll and participate in Benchmark's A2A Service, the eligibility requirements set forth by the Credit Union must be met and maintained. A2A Transfers will be treated as Electronic Funds Transfers (ACH = Automated Clearing House) and require Pre-Note Verification before using this service. An A2A Authorization Form must be completed & returned to a Member Service Representative; which gives Benchmark Federal Credit Union permission to create and send Pre-Notes to your Institutions of choice. I/We are aware that the name on the Benchmark Account MUST also be associated with the recipient account at another Institution. In addition, there are holds and fees that apply to the A2A Service and by originating transfers, I/We confirm knowledge of these holds/fees; as well as, receipt of this Disclosure.

eDEPOSIT TERMS & DISCLOSURE

1. Terms of Agreement. Benchmark's eDeposit Service (Service) is available as an additional service to Benchmark's Home Banking and to members whose account(s) are in good standing. Use of this Service will constitute acceptance of the terms and conditions presented specifically for this Service.

A) Deposit of Funds. As a member, you may deposit up to \$1,500 (one thousand, five hundred dollars) into your Benchmark Share Draft Account (S4 or S14) by key-entering the required information during each online deposit session. The total amount posted during each online deposit session will be credited to your Benchmark Share Draft Account (S4 or S14) on the same date your online deposit entry is made. Your online deposit will be immediately available for withdrawal at ATMs or to clear checks drawn on your account. Online deposit items that are received and processed by Benchmark within the seven (7) day grace period will refresh the \$1,500 available online deposit limit on the account. In exchange for immediate availability of funds using eDeposit, you agree to:

- (1) Use the Print Envelope Option within the online deposit session or record the assigned online deposit session number on the front of the mailing envelope to ensure proper posting when physical check(s) are received at Benchmark's Main Office;
- (2) Physical check(s) for an online deposit session must be mailed directly to Benchmark's Main Office (PO Box 2387, West Chester, PA 19380) and received no later than seven (7) days from the deposit entry date;
- (3) Mail the contents of each online deposit session (the items being deposited) in a single envelope and do not mail the contents of more than one online deposit session in a single envelope;
- (4) Do not include any other correspondence or material of any type with the deposit items.

*Benchmark is not responsible for any mail that is lost or delayed by the U.S. Postal Service.

B) Online Deposits Not Received or Missing Online Deposit Items. The online deposit items that make up the total deposit in each online deposit session must be received by Benchmark within a seven (7) calendar day grace period that begins the day after the date of each online deposit session. If the online deposit items are not received by Benchmark within the grace period, the deposit total will be reversed from your account. This may result in a negative share balance on your account. The eDeposit Service allows you to view online deposits that have not been received and processed by Benchmark. If you think you have made an error during an online deposit session, you omitted an online deposit item from your deposit envelope, or you have a question about your online

deposit, you may contact Benchmark's Member Service Department at (610) 429-1600 / 1-800-999-9276, or write to:

Benchmark Federal Credit Union

PO Box 2387, West Chester, PA 19380

C) Unacceptable Online Deposits. You agree that the following items will not be considered an acceptable online deposit under the eDeposit Agreement. Online deposits of the nature described below will result in the immediate reversal of the online deposit to your account and may result in revocation of your eDeposit privileges. Unacceptable online deposits include the following:

- (1) Online deposit of Benchmark Check Drawn on Personal Account*
- (2) Non-Negotiable Items*
- (3) Altered Checks - an altered check is any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check.
- (4) Foreign Checks - a foreign check is any check that is issued to you by a financial institution in another country (Canada, France, etc.). Foreign checks may ONLY be deposited by mail.
- (5) Incomplete Items - an incomplete item is any item that does not contain signatures of the maker, endorsement signatures, or is missing any of the information required during key-entry in an online deposit session.
- (6) Stale Dated Checks
- (7) Third Party Checks
- (8) DBA or Business Account Checks

*These deposits are **PROHIBITED at Benchmark and may subject the depositor to criminal prosecution; as well as the immediate revocation of eDeposit privileges.**

D) Processing Fees. You agree to immediately reimburse Benchmark for any negative balance in your account caused by your use of the eDeposit Service. In the event legal action is required, you agree to pay Benchmark for its reasonable attorney's fees and court costs. If your use of eDeposit causes a negative balance in your account, you also agree to pay Benchmark's Overdraft Fee. Benchmark will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by the member or authorized user of the account that results in the reversal of a deposit on the account.

2. Disclosure. Benchmark reserves the right to discontinue the eDeposit Service or to revoke privileges at any time due to a change in business conditions or the failure of any member to abide by the eDeposit Terms of Agreement and Disclosure, or any other applicable Benchmark Agreement and Disclosure.

A) Liability of Unauthorized Use. CONTACT BENCHMARK IMMEDIATELY if you believe that unauthorized activity has been conducted through the eDeposit Service. Telephoning our Member Service Department at (610) 429-1600 / 1-800-999-9276 is the best way of keeping damages to a minimum.

B) Benchmark's Liability for the eDeposit Service. If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not immediately reimburse Benchmark by not submitting your online deposits within seven (7) calendar days, or if an item is returned unpaid;
- (2) If the online deposit amount is over the maximum availability of \$1,500.00;
- (3) If circumstances beyond our control (such as fire, flood, internet malfunctions) prevent the transaction; despite reasonable precautions that we have taken.

C) Confidentiality. We will not disclose information to third parties about your account(s) or transaction(s), unless:

- (1) It is needed to comply with a government agency or court order;
- (2) You give us written permission.

ATM/DEBIT CARDHOLDER AGREEMENT

1. STAR® Services. You may use our STAR® Card with your Personal Identification Number (PIN) at any location where STAR® or PLUS® logos are displayed to conduct any of the following transactions for each of the accounts you have requested to be accessed by your STAR® Card:

- A) Withdraw cash from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- B) Deposit cash, checks or drafts to (**only in PA, NJ & DE**):
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- C) Transfer funds:
 - (1) between your Checking account(s); and
 - (2) your Regular Statement Savings account(s); and
 - (3) your Open-End, Revolving Credit Loan account(s).
- D) Obtain the available balance(s) from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s); and
 - (3) your Open-End, Revolving Credit Loan account(s).
- E) Make a cash advance from your Open-End, Revolving Credit Loan account(s).

We wish to inform you that some STAR® Machines located in certain areas may only provide access to the accounts you have designated as your primary Transaction, Statement Savings, Credit or Loan account. NOT ALL STAR® MACHINES MAY ACCEPT DEPOSITS. THERE MAY ALSO BE LIMITS ON THE AMOUNT OF FUNDS WHICH YOU MAY DEPOSIT IN CERTAIN STAR® MACHINES.

2. PLUS SYSTEM® Services. You may use the STAR® Card with your PIN at any PLUS SYSTEM® automated teller machine (PLUS SYSTEM® ATM) located throughout the United States, Puerto Rico, Canada and Great Britain to conduct any of the following transactions for each of the accounts you have requested to be accessed by your STAR® Card and have designated as the primary account of each account type:

- A) Withdraw cash from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- B) Transfer funds:
 - (1) between your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- C) Obtain the available balance(s) from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- D) Make a cash advance from your Open-End, Revolving Credit Loan account(s).

These are the present services available from the PLUS SYSTEM® network, but other services may be developed. The above transactions are only applicable to the accounts which you list on your STAR® application form and have designated as the primary account of each account type, or such other primary accounts which are added later at your written request.

3. HONOR SYSTEM® Services. You may use your STAR® Card with your PIN at any HONOR® automated teller machine located throughout Florida and other areas where there are HONOR® ATMs to conduct any of the following transactions for each of the accounts you have requested to be accessed by your STAR® Card and have designated as the primary account of each account type:

- A) Withdraw cash from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- B) Transfer funds:
 - (1) between your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- C) Obtain the available balance(s) from:
 - (1) your Checking account(s); and
 - (2) your Regular Statement Savings account(s).
- D) Make a cash advance from your Open-End, Revolving Credit Loan account(s).

These are the present services available from the HONOR® network, but other services may be provided in the future as they are developed. The above transactions are only applicable to the accounts which you list on your STAR® application form and have designated as the primary account of each account type, or such other primary accounts which are added later at your written request.

4. Other ATM Network Access. From time to time we may make arrangements with other ATM networks to grant access to STAR® 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.

5. Use of Personal Identification Number (PIN) with STAR® Card. I understand that a

STAR® Machine or a PLUS SYSTEM® (CIRRUS) ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the Personal Identification Number or PIN which I use with the STAR® Card is my signature, identifies the bearer of the Card to the STAR® Machine, PLUS SYSTEM® (CIRRUS) ATM or other network ATM and authenticates and validates the directions given just as my actual signature and other proof identify me and authenticate and validate my directions to a human teller. I also understand that a Merchant which accepts the STAR® Card for a Purchase transaction may have an electronic terminal (Merchant-operated or self-service) which requires the use of my PIN; and when my PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as my actual signature will authenticate and validate my directions given to you. I acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the STAR® Card is a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN. I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within 60 days after the statement was mailed to me, I may not get back any money lost after that time.

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

6. Purchase Transactions. You may use the STAR® Card with your PIN at any retail establishment ("Merchant") where STAR® Cards 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 Checking account. When you make a Purchase using the STAR® Card you will be requesting us to withdraw funds from your selected Checking account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant.

7. Limitations on the Use of Your STAR® Card. You may use the STAR® Card to withdraw up to \$600 each day including Purchase transactions at a STAR® Machine, HONOR® ATM, PLUS SYSTEM® ATM, other ATMs which we inform you are available for you to use and at Merchants from one or a combination of your accounts provided the funds are available in your accounts. The day for withdrawal limits starts at 3:00 p.m. each day and ends at 3:00 p.m. the next day. There are also certain limitations on the frequency of use of the STAR® Card each day. These limitations are imposed for security purposes. However, these limitations are not revealed for security reasons.

You will be denied the use of the STAR® Card if you exceed the daily withdrawal (or purchase limit), do not have adequate funds available in your account, you do not enter the correct PIN, or you exceed the frequency of usage limitation. The receipt provided by the STAR® Machine,

HONOR® 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 will result in machine retention of your STAR® Card at an ATM. The number of attempts that results in machine retention is not revealed for security reasons.

8. How to Contact the STAR® Service. If you believe your STAR® 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 the STAR® Service or Benchmark Federal Credit Union immediately by calling or writing the STAR® Service or Benchmark Federal Credit Union at:

Benchmark Federal Credit Union
P.O. Box 2387, West Chester, PA 19380
Telephone: (610) 429-1600
1-800-999-9276

A new card will 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 will be captured and retained by the STAR® Machine, HONOR® ATM, or PLUS SYSTEM® ATM.

9. Charges for Transactions. We reserve the right to charge fees and 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 twenty-one (21) days prior to assessment or change in assessment.

10. Deposit Information. Deposits made at STAR® Machines 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 deposited items are removed from the STAR® Machines before 3:00 p.m. each business day.

Benchmark Federal Credit Union reserves the right to verify the items so deposited before such funds are made available to you. When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the daily withdrawal amount. Funds from any deposit, whether cash or check, made at automated teller machines (ATMs) will be available in one day (24 hours) after the deposit is verified, or the next business day after the deposit is verified, if deposits are made on a weekend or holiday.

You may deliver cash, checks and other items at most STAR® Machines located in Pennsylvania and Delaware for transmission to us for deposit to your account(s). However, some STAR® Machines may not accept such items for deposit and certain other STAR® Machines may limit the amount of funds you deliver for transmission to us for deposit to your account(s). You may

not deliver such items at STAR® Machines located in Maryland, New Hampshire, New York or West Virginia.

If the amount of the funds contained in your deposit/payment envelope differs from the amount you have indicated to the STAR® Machine, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

11. Record or Transaction. You will receive a printed receipt for each STAR® Machine, HONOR® ATM, PLUS SYSTEM® 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(s), transactions made during the past month, and any charges which we may impose for such services or transactions.

12. Liability for Unauthorized Transfers. CONTACT US OR THE STAR® SERVICE IMMEDIATELY if you believe your STAR® Card or Personal Identification Number (PIN) has been lost or stolen. Telephoning us at the (STAR® Service OR Benchmark Federal Credit Union) phone number is the best way of keeping your losses to a minimum.

You could lose all your money in the account(s) if you take no action to notify us of the loss of your STAR® 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 STAR® Card and Personal Identification Number (PIN) without your permission.
- B) If someone used your STAR® Card and Personal Identification Number (PIN) without your permission, you could lose as much as \$500 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.
- C) 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 those losses, I agree that I give my STAR® CARD(s) and PIN to someone else to use, I am authorizing them to act on my behalf and I will be responsible for any use of the CARD(s) by them.

13. In Addition to All Previous Information the Following Apply to the Use of the Debit Card. In addition to the amount you may withdraw in cash each day from an ATM, you may use the card to purchase up to \$1,500.00 each day. (However, the total amount of your cash withdrawals and purchase transactions each day may not exceed \$2,100.00.) The day for withdrawal and purchase limits starts at 3:00 p.m. each day and ends at 3:00 p.m. the following day. Furthermore, purchase refunds may take up to nine (9) business days to post to your account. There are also certain limitations on the frequency and use of the card each day. These limitations are imposed and not revealed for security purposes. If you believe your card has been lost or stolen or that an unauthorized transfer, withdrawal or purchase has occurred from your account(s) or may occur, please contact Benchmark Federal Credit Union immediately by phoning: 1-800-999-9276.

13a. Application Disclosure. Requests for a Benchmark Federal Credit Union STAR® Card or MasterMoney Debit Card are subject to a screening process. The Credit Union reserves the right to deny requests for this service at its discretion.

14. Liability for Debit Card. You will have zero liability for unauthorized card transactions provided; the loss of theft is reported within 24 hours of discovery; you use reasonable care in safeguarding the card from risk of loss or theft; you have not reported two or more incidents of unauthorized use to us in the preceding 12 month period; and the account is in good standing. In all other situations, the maximum liability for unauthorized card transactions will be \$50. If the unauthorized use is at an ATM, the regular Regulation Z or E liability limits apply, because these transactions are not considered Debit Card transactions.

15. Service Charges. NSF/Negative Fee = \$20.00 per draft.

16. Our business days are Monday through Friday. Holidays are not included.

17. In Case of Errors or Questions About Your Transactions. Telephone us at (610) 429-1600 or write us at: **Benchmark Federal Credit Union, P.O. Box 2397, West Chester, PA 19380** 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 provide us with the following:

- A) Tell us your name, account number and STAR® Card number;
- B) 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
- C) Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days for STAR® Machines, HONOR® ATM, or PLUS SYSTEM® 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® Machine, HONOR® ATM, or PLUS SYSTEM® 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 a STAR® Machine, HONOR® ATM (or PLUS SYSTEM®) transaction or 20 business days if it is a Purchase 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 recredit your account.

If we decide that there is no error, we will send you a written explanation within three (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.

18. Disclosure of Account Information. We will disclose information about your account or the transactions you make 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) To comply with government agency or court orders;
- D) In accordance with your written permission;
- E) In order to comply with government or administrative agency summonses, subpoenas or orders, or court orders; and 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.

19. 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 uncollected;
- 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 STAR® Machine, HONOR® ATM (or PLUS SYSTEM® 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 STAR® Machine, HONOR® ATM (or PLUS SYSTEM® 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 control;
- J) You attempt to complete a transaction at a STAR® Machine, HONOR® ATM (or PLUS SYSTEM® ATM) or Merchant terminal which is not a permissible transaction listed above; or
- K) The transaction would exceed security limitations on the use of your STAR® Card.

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.

20. International Transactions. The exchange rate for International Transactions will be a rate selected by MasterCard International from the range of rates available in wholesale currency markets, which may vary from the rate MasterCard International receives, or the government-mandated rate in effect for the applicable central processing date, plus one percent (1%).