



**HOUSTON BELT & TERMINAL  
FEDERAL CREDIT UNION**

**HB&T FCU**  
9810 FM 1960 BYP W STE 105  
HUMBLE, TEXAS 77338  
OFFICE: (281)548-3377  
FAX: (281)548-0583  
EMAIL: [info@hbtfcu.com](mailto:info@hbtfcu.com)  
[www.hbtfcu.com](http://www.hbtfcu.com)

## SHARE DRAFT ACCOUNT DISCLOSURE

As used in this Agreement, the words “you” and “your” mean each and every person signing, using, or having a Debit Card with HB&T FCU, referred to as “we,” “us,” or “HB&T FCU.” HB&T FCU’s business days are Monday through Friday, excluding holidays. HB&T FCU may change and amend this Agreement at any time.

To report your card lost or stolen call (281)548-3377 during our business hours. After hours, please contact Shazam direct at (800)383-8000. Calls may be monitored and/or recorded to provide improved member service. All other correspondence relating to this Agreement should be addressed to:

HB&T FCU  
9810 FM 1960 Byp W Ste 105  
Humble, TX 77338

Information concerning HB&T FCU Debit Cards may be obtained at [www.hbtfcu.com](http://www.hbtfcu.com).

**ACCEPTING THIS AGREEMENT / CARDHOLDER SIGNATURE-** Use of your Debit Card means you agree to all terms of this Agreement. Please read this Agreement carefully and keep a copy for your records. Immediately sign the signature panel on the back of the card when you receive your HB&T FCU Visa Debit Card.

**MEMBERSHIP-** You must be an HB&T FCU member, have an open share draft account, and be at least eighteen (18) years of age to obtain a Debit Card. A Debit Card may be issued to the member and one joint owner per checking account. You understand that providing a Debit Card to your joint owner will give your joint owner access to funds in your savings and checking accounts. You agree that you remain responsible for repayment of any credit extensions, overdraft amounts, and/or fees.

**DIVIDEND RATE AND APY (ANNUAL PERCENTAGE YIELD)-** The annual percentage rate that shows the total amount of dividends, based on the dividend rate and the frequency of compounding for a 365-day period. The dividend rate and APY may change every quarter as determined by the Credit Union Board of Directors. Dividends are paid from current and available income after required reserve transfers at the end of the dividend period. Dividends are credited on the last day of each month. If you close this account before dividends are credited, you will forfeit those dividends.

**MINIMUM BALANCE REQUIREMENTS-** An average daily share draft account balance of \$500 is required to earn dividends. If your share draft account daily balance falls below \$500, a \$10 monthly service charge will apply.

**OVERDRAFT POLICY-** It is the policy of HB&T FCU to comply with applicable laws, rules and regulations, and to conduct business with strict safety and soundness standards. We do not authorize and pay overdrafts for automatic bill payments and ACH transactions on your account. We do authorize and pay overdrafts for ATM transactions and everyday debit card transactions. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any transaction. If we do not authorize and pay an overdraft, your transaction will be declined. We will charge you a fee each time we pay an overdraft.

**HOW TRANSACTIONS ARE AUTHORIZED AND POSTED TO YOUR ACCOUNT-** When using your Debit Card to make a purchase, the merchant transaction is authorized based on your available share draft account balance at the time of the purchase. On the day you make a purchase with your Debit Card, a temporary hold is placed on your account for the amount of the purchase. This hold will be removed when the transaction posts to the account or after three (3) business days, whichever comes first. If the amount of a Debit Card purchase transaction exceeds the available balance in your share draft account, your account may be overdrawn. You agree that we have the right to collect funds from all of your accounts, including accounts of which you are the member-owner as well as accounts of which you are the joint owner.

**TRANSACTIONS AND LIMITS-** Your Debit Card may be used to purchase goods and services wherever the Card is accepted. You may use your card to withdraw cash from your share draft account, make balance inquiries, and obtain cash back with a purchase at participating merchants. Purchase transactions with cash back are posted against share draft accounts only. The daily transaction



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limit for purchases is \$300 per day. The daily cash limit is \$300, including cash at an ATM. You may call the Credit Union for a higher one-time purchase if funds are available.

**USE OF CARD FOR ILLEGAL TRANSACTIONS-** It is your responsibility to comply with all laws when using your HB&T FCU Debit Card. You agree to hold us harmless for any damages or other liability arising from transactions initiated by you for the purpose of conducting illegal activity. We reserve the right to decline authorization of transactions for activities that we believe may violate the law or pose a significant risk to our members or us.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS-** If HB&T FCU does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you; we will be liable for your losses or damages up to the amount of the transaction. However, there are some exceptions. We will NOT be liable, for instance:

- \*If, through no fault of ours, you do not have enough money in your account or available to make the transfer.
- \*If the funds in your account are subject to legal processes, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.
- \*If the ATM where you are making the transfer does not have enough cash.
- \*If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- \*If, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying an agency to deliver direct deposit payment data) prevent the transfer.

**FOREIGN/INTERNATIONAL TRANSACTIONS-** Transactions made in foreign countries will reflect on your account in U.S. dollars and will be charged an International Service Assessment Fee. This fee will be identified separately from the transaction amount on your statement. The fee will be assessed on purchases and ATM transactions as follows:

- \*Transactions made in foreign countries in U.S. dollars will be charged 0.8% of the transaction amount.
- \*Transactions made in foreign countries in foreign currency will be charged a currency conversion fee of 1.0%.

**DOCUMENTATION OF TRANSACTIONS-** You can get a receipt at the time you make any transaction from your account using an ATM or Point-of-Sale (POS) terminal. Your share draft account statement will identify the merchant, financial institution, or electronic terminal where transactions are made and the dollar amount of the transaction. If you need more information about an electronic terminal transaction listed on the statement or receipt, please contact us. We recommend that you document each transaction to maintain an accurate record of your share draft account balance. You will get a monthly account statement unless there are no transfers in a particular month. (In any case, you will get the statement, at least, quarterly.)

**FEES-** If you maintain a \$500 daily balance in the share draft account there is no monthly service charge. If your balance falls below \$500, there is a \$10 monthly fee. There is no fee for using your Debit Card to make a purchase at a merchant location; however, participating merchants may impose a fee for the cash-back portion of the transaction. Purchase cash-back amounts may be limited depending on store policy. ATM fees are disclosed in our Schedule of Fees and Charges brochure at [www.hbtfcu.com](http://www.hbtfcu.com).

**REFUSAL TO HONOR YOUR DEBIT CARD-** You agree HB&T FCU is not responsible or liable for any merchant, financial institution, or other party that refuses to honor your debit card.

**OWNERSHIP AND CANCELLATION OF THE DEBIT CARD-** The Debit Card is the property of HB&T FCU. HB&T FCU has the right to cancel your Debit Card at any time with or without written notice to you. You may cancel your HB&T FCU Debit Card whenever you choose by contacting us at the address provided in this agreement.

**DISCLOSURE OF INFORMATION TO THIRD PARTIES-** HB&T FCU will disclose information to third parties about your Debit Card account: if we are unable to complete an electronic transfer because of non-sufficient funds; to complete the transaction; to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; if you give us written permission; and in accordance with our privacy policy.

**STOP-PAYMENT FOR QUALIFIED PRE-AUTHORIZED RECURRING DEBIT CARD TRANSACTIONS-** We can only honor stop- payment requests on qualified pre-authorized recurring transactions or services. HB&T FCU can decline authorizations for up to twelve (12) months of qualified pre-authorized recurring Debit Card transactions. We must receive your stop payment request prior to the



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transaction being authorized. You may contact us by using the information located in the Preamble. HB&T FCU cannot cancel an agreement that you have with a third party or revoke an authorization that you have provided. To revoke your authorization, you must contact the third party with whom you have an agreement.

**LIABILITY FOR CARDHOLDER-** NOTIFY US AT ONCE if you believe that your Debit Card or PIN has been lost, stolen, or used (or may be used) without your authority. Please call 281-548-3377 during our business hours. After hours, contact Shazam direct at 1- 800-383-8000. We advise you to safeguard your Debit Card and protect the integrity of your PIN. You also agree that HB&T FCU may invalidate your Debit Card or PIN if unauthorized transactions occur as the apparent result of your negligence in safeguarding the card or PIN. Further, you agree that, if we are notified that you have included the credit union in the filing of a petition for bankruptcy, HB&T FCU may revoke or refuse to issue you a Debit Card or PIN. Granting use of the Debit Card to another person will make you financially liable for loss or misuse of the card until reported to HB&T FCU. If you do not notify us at once of the unauthorized activity on your Debit Card, you may be held financially liable for a portion/all of the unauthorized purchases and/or ATM cash disbursements conducted. If you notify us within two business days of the loss or theft, you can lose no more than \$50 if someone uses your Debit Card and PIN without your permission. If you do not tell us within two business days and we can prove that we could have stopped the losses from occurring if you had told us, you could lose as much as \$500. If you do not tell us within sixty days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty days. If a good reason (such as deployment or a hospital stay) kept you from telling us, we might extend the time periods.

**UNAUTHORIZED PIN AND SIGNATURE TRANSACTIONS-** If you suspect that you have any fraudulent Debit Card transactions posting to your checking account, you must report them to us no later than sixty days after we send the FIRST statement on which the transaction(s) appear(s). At that time, we will provisionally credit your account for the applicable unauthorized transaction(s) within five business days for a signature purchase transaction and ten business days for a PIN purchase transaction. We will then require you to submit a Statement of Forgery or appropriate documentation in writing within ten business days after notifying HB&T FCU of any unauthorized activity. Failure to do so will result in the removal of any provisional credit applied to your account. If there are not sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. If a good reason (such as deployment or a hospital stay) kept you from telling us, we might extend the time periods. We will investigate your complaint and correct any error promptly. If we take more than ten business days to do this, we will credit your account for the amount you think is in error. For new accounts, we may take up to twenty business days to credit your account for the amount you think is in error. If we need more time to determine if an error occurred, however, we may take up to forty-five days to complete our investigation. For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to ninety days to investigate your claim. We will report the results of our investigation to you within three business days of completion. You may ask for copies of the documents that we used in our resolution.

**BILLING ERROR RESOLUTION-** If you use your Debit Card to purchase merchandise or services, and a dispute arises, you agree to make a good faith attempt to resolve the dispute with the merchant. If your attempts are unsuccessful, please contact us. We MUST hear from you no later than sixty days after we send the FIRST statement on which the problem or error appeared. Provide us with your name and Debit Card account number; describe the error or the transaction you are unsure about, and explain as clearly as possible why you believe it is a mistake; and tell us the dollar amount of the suspected error, the name of the merchant, and the posting date. We may require that you send additional information in writing to complete your claim. We will investigate your complaint and correct any error promptly. If we take more than ten business days to do this, we will credit your account for the amount you think is in error. For new accounts, we may take up to twenty business days to credit your account for the amount you think is in error. If it is determined, there was no error and the charges are valid, we will send you a written explanation within three business days after we finish our investigation, and any provisional credits will be reversed. If we need more time to determine if an error occurred, however, we may take up to forty-five days. For errors involving new accounts, POS, or foreign- initiated transactions, we may take up to ninety days to investigate your claim. We will report the results of our investigation to you within three business days. If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our resolution.

**MERCHANT CREDITS-** Merchants and others who honor the Debit Cards may give credits for returns or adjustments. This amount will appear as a credit to your checking account on your statement.