



This Agreement governs the use of the OneUnited Bank VISA® Debit Card “Debit Card”. Please read this agreement carefully. By accepting, retaining or using the Debit Card, you are accepting the terms and conditions of this entire Agreement.

Your use of the Debit Card may be affected by other agreements between you and OneUnited Bank for your deposit, loan or other bank accounts. This Agreement does not change the agreements you currently have with OneUnited Bank including restrictions related to electronic funds as described in the OneUnited Bank Personal Deposit Account Agreement. Please review those agreements for applicable fees, for limitations on the number or type of transactions, and other restrictions that may impact your use of the Debit Card. You may only hold one Debit Card or ATM Card per OneUnited Bank account. Joint account holders may hold separate cards.

1. The Debit Card is the property of OneUnited Bank and you agree to surrender the Debit Card to OneUnited Bank promptly upon demand. We may cancel, modify or restrict the use of the Debit Card upon proper notice or without notice if your account is inactive for a consecutive period, overdrawn, if we are aware that you have violated any term of this Agreement (whether or not we have suffered a loss) or where necessary to maintain or restore the security of your account(s).
2. OneUnited Bank issues the Debit Card for your use only. You assume responsibility for all transactions made through the Debit Card that access OneUnited Bank account(s).
3. You can choose a Personal Identification Number (PIN). You agree to hold your PIN in strict confidence. At no time will you reveal or make available, directly or indirectly, the PIN to any other person. Note: Three (3) bad PIN tries in 24 hours will make the Debit Card invalid for at least the next 24 hours.
4. Any loss or theft of the Card and/or PIN must be promptly reported to OneUnited Bank by calling toll free 1-877-One-United or 1-877-663-8648 during business hours, 1-800-264-5578 during non-business hours and 1-701-461-0421 (collect) if you are outside of the U.S. You agree not to withdraw funds in excess of the available balance in your OneUnited Bank account(s). If your usage creates an overdraft, you agree to pay all fees or costs and authorize OneUnited Bank to withdraw any fees or costs for overdrafts from any of your available accounts.

#### Transactions Available:

You may use your Debit Card (along with the PIN or card number or a combination of these items) to:

1. Inquire as to the balance in your OneUnited Bank account(s);
2. Withdraw cash from your OneUnited Bank checking, savings or money market account(s) at ATMs;



3. Transfer funds between your OneUnited Bank checking, savings or money market account(s) at OneUnited Bank proprietary ATMs;
4. Deposit funds to your OneUnited Bank checking, savings or money market account(s) at OneUnited Bank proprietary ATMs;
5. Purchases goods or services from merchants (these are point-of-sale or POS transactions);
6. Order goods or service by mail or telephone from merchants (these are point-of-sale or POS transactions).

Unless specified, these transactions are available at merchants, financial institutions, ATMs or at other establishments that honor the VISA debit card and/or have the same logo for any network or system that is on the back of the Debit Card.

Each point of sale transaction with the Debit Card will be posted to your primary checking account on the day it is presented to OneUnited Bank, by electronic or other means, or on the day OneUnited Bank receives notice of the transaction, whichever is earlier.

#### Limitations on Transactions

Subject to the available balance in your account(s), you may use your Debit Card to withdraw cash up to \$500.00 per business day from ATMs and \$1500.00 per business day at point of purchase transactions with merchants. Daily transaction limits vary by customer and account.

**Illegal Transactions** You are prohibited from using your Debit card, Card number or PIN for illegal transactions. You agree to indemnify OneUnited Bank for illegal transactions you conduct using your Debit Card, Card number or PIN.

Transaction limitations included in the OneUnited Bank Deposit Account Agreement for the OneUnited Bank ATM card, also apply to the Debit Card, including Funds Availability and Electronic Funds Transfer.

#### Authorization

Use of your Debit Card, the Card number, the PIN or any combination of the three for payments, purchases, or to obtain cash is: 1) authorization by you for the withdrawal of the amount of the transaction from your OneUnited Bank Account; and/or 2) authorization by you to OneUnited Bank to provide account balance information, make the requested transfer or accept deposits into your account.

When you use your Debit Card, you must follow the rules of the merchant or financial institution. You may be asked to sign a sales slip. Some merchants, POS terminals, or ATM



terminals may impose a fee for Debit Card use. OneUnited Bank is not liable for that fee. Similarly we are not liable if the merchant or financial institution refuses to accept your Debit Card or Debit Card number.

We may debit or place a hold on funds in your account(s) for a transaction that has not been settled by the merchant. This can occur either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your account(s) for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the authorization hold initiated by the merchant expires.

You may not stop payment on a Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you must resolve and settle the transaction directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services in which you paid with a Debit Card, you indemnify OneUnited Bank of all damages and liability which results from the misrepresentation. If you breach or do not fulfill the terms of this Agreement, you also indemnify OneUnited Bank for all resulting damage and liability.

If you permit any person to use your Debit Card, you authorize that individual to withdraw funds from any OneUnited Bank Account that can be accessed by the Debit Card regardless of whether that individual is authorized to withdraw funds from the Account by means other than the use of the Debit Card.

#### Documentation of Transfers

You may receive a receipt at the time you make any transactions with your Debit Card. You should retain this receipt to compare with your OneUnited Bank statement. You should notify OneUnited Bank of any errors immediately.

#### Your Liability

Your liability for unauthorized use of your ATM Card and the process for reporting errors or unauthorized use as described in the OneUnited Bank Deposit Account Agreement also applies to your Debit Card with one exception. Your liability for unauthorized point of sale transactions using the Visa Debit Card is limited to \$0, rather than the \$50.00 limit for ATM transactions described in the Deposit Account Agreement. Please read the Deposit Account Agreement for more details.

#### Our Liability

Our liability for failure to make or complete electronic fund transactions for your ATM Card as described in the OneUnited Bank Deposit Account Agreement also applies to your Debit Card. Please read the Deposit Account Agreement for more details.



## Fees

There is no monthly fee for the Debit Card. OneUnited Bank does not charge a fee for using the Debit Card for point of sale transactions or for transactions at OneUnited Bank proprietary ATMs. ATM transaction fees for non-proprietary ATMs that are included in the OneUnited Bank Truth In Savings Disclosure also apply to your Debit Card.

VISA imposes an International Service Assessment (ISA) fee of 1% of the transaction amount for the use of the VISA card overseas. This fee applies to the Visa Debit Card and will be applied to your account for overseas transactions. If you attempt to use your debit card at an ATM with an incorrect PIN and your debit card is captured (not returned), there is a \$65.00 charge imposed by VISA which will be applied to your account.

OneUnited Bank may assess a Card Replacement Fee to replace a Debit Card.

**Change in Terms** OneUnited Bank may change any term and condition of this Agreement at any time, but OneUnited Bank will give you at least 30 days' notice of any change which would result in a greater cost or liability or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

**NOTICE: IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DESTROY YOUR DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURN IT TO ONEUNITED BANK 3683 CRENSHAW BLVD, CUSTOMER SUPPORT, LOS ANGELES, CALIFORNIA 90016.**