

Electronic Funds Transfer Agreement and Disclosure

Your Rights and Responsibilities

This Electronic Funds Transfer Agreement and Disclosure covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered you by the credit union. In this agreement, the words **credit union**, **we**, **us** and **our** mean Truity Federal Credit Union. **You** and **yours** mean you the member, any joint owners and any authorized users. **Card** means an ATM, debit or credit card. **PIN** refers to Personal Identification Numbers to electronic access devices. **EFT** services include, but may not be limited to, transactions by: ATM card, debit card, credit card, internet banking transfers, mobile banking transfers and captures, certain pre-authorized direct deposits or debits from your account, point-of-purchase (POP) or point-of-sale (POS) check conversions, account receivable conversions, Apple Pay/Android Pay and electronic returned check charges. The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account balance below a required balance. The credit union may set other limits on amounts of transactions, and you will be notified of those limits.

CONDITIONS OF EFT SERVICES

1. **Card Ownership.** All cards are the property of the credit union and subject to revocation at any time. The cards must be returned to the credit union by you upon the credit union's request. You agree that the card may be withheld automatically at any time by an Automated Teller Machine (ATM).
2. **Honoring the Card.** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by initiating a credit to the credit union which will credit the amount to the debiting/checking account. We are not liable for any claims by you against the merchant arising from your use of the card for POS transactions.
3. **Transaction Authorization.** You request and authorize the credit union to treat any transaction made by you to be the same as if your signature were affixed to said transaction document.
4. **Joint Accounts.** If your account is a joint account, either or any of the signers of the account may withdraw funds. All charges made to your account by us upon use of the card/PIN by one of the signers, or by another person with the consent or assent of one of the signers, shall be fully binding on both or all signers of the account.
5. **Card/PIN Transactions.** Card/PIN transactions are governed by this Agreement and the terms that apply to any account including checking, the credit union's charter, bylaws, rules and regulations, as well as any applicable laws. Any business transacted

by use of the card/PIN is not consummated until the credit union has verified and processed the transaction on its records according to its usual practices, regardless of any receipt produced at the time of the transaction.

6. Confidentiality of Cards/PINs. You agree that only you will use the card, that your PINs will be kept separate from the card to reduce the chance that a lost or stolen card will be used by someone else.
7. Charges. There may be certain fees and charges for EFT services, though generally these services are at no charge. Occasionally, these charges may change. We will notify you as required by applicable law when that happens. If you use an ATM not operated by the credit union, you may be charged a fee by the ATM operator and by any national, regional or local network used in processing the transaction; and you may be charged a fee for a balance inquiry even if you do not complete a transfer. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. The credit union reserves the right to charge for replacement cards issued due to loss or negligence.
For ATM and everyday transactions, you must consent to the credit union's overdraft protection plan for the transaction amount to be covered under the plan. A fee will be charged when this plan is used. There are other overdraft payment options you may choose from which may charge a lesser fee. For a listing of all applicable fees, see our current Rate & Fee Schedule which you may access at any of our locations or on our website, TruityCU.org.
8. Refusal to Honor Transaction. Even though your debiting/checking account may have a balance sufficient to cover a requested card withdrawal, you recognize that electronic terminals, merchants, financial institutions and others who accept the card or the account number may not be able to determine your actual balance. Therefore, the credit union is not liable for the refusal or inability of such terminals or persons to honor the card or complete a card withdrawal, or for their retention of the card.
9. Electronic Check Conversion/Returned Check Fees. If you pay for purchases or bills with a check you may authorize your check to be converted to an EFT. If applicable, electronic check transactions will post to your checking account.

You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these EFTs if you complete the transaction after being told, either verbally or by a posted notice, or by a notice sent to you, that the transfer may be processed electronically or if you sign a written authorization.

10. Foreign Currency Transactions/Fees. Purchases and cash withdrawals made in foreign countries will be posted from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in

wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate itself may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

11. **Transfer Limitations.** Transfers are limited to six per month or statement cycle from a savings or money market account to another account of yours or to a third party by means of pre-authorized automatic transfer, online banking transfer, internet, telephone order or instruction, or by check, debit card or any other electronic means.
12. **Closing Your Account.** If you close your account(s) with the credit union which are accessible by the card(s), you agree to return the card(s) to us at the address set forth in this disclosure statement.

LIABILITY FOR UNAUTHORIZED USE

Notify the credit union IMMEDIATELY if your ATM and/or debit card and/or PIN is lost or stolen. If you notify us within two business days after you learn of the loss or theft, your loss is limited to no more than \$50.00 if your card and/or PIN is used without your permission.

If you DO NOT notify us within two business days after you learn of the loss or theft, you could lose as much as \$500.00. Debit card transactions conducted at merchants may be subject to a maximum liability of \$50.00 if certain conditions are met.

You must report an unauthorized electronic fund transfer that appears on your statement within 60 days of the transmittal of the statement to avoid liability for subsequent transfers. If you fail to report it, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before you notified us, provided we establish that these transfers would not have occurred if you had notified us within the 60-day period.

PROVISIONAL CREDIT

- **Provisional Payment.** Credit given by us to you with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
- **Notice of Receipt of Entry.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item

and we will not do so. However, we will continue to notify you of the receipt of payments in the statements we provide to you.

- **Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

TYPES OF TRANSFERS AND LIMITATIONS

If applicable, electronic check transactions will post to your checking account.

There is no charge for direct deposits or pre-authorized withdrawals.

You may use your card to withdraw cash from savings or checking accounts, transfer funds between savings and checking accounts, pay for purchases at places that have agreed to accept the card, and pay bills directly from your checking account. Some of these services may not be available at all terminals.

You may make up to 30 debit or credit card transactions in 24 hours; however, you are limited to three ATM transactions. Debit card transactions are limited to a total of \$3,500.00 in 24 hours; ATM transactions for debit cards are limited to a total of \$1,00.00 in 24 hours.

RIGHT TO DOCUMENTATION OF TRANSFERS

- **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed to find out whether the deposit has been made.
- **Periodic Statements.** You will receive an account statement from us at least quarterly; however, you will receive a monthly account statement for each month in which a transfer occurs.
- **Receipts.** You have the right to a receipt. Receipts for terminal transactions \$15 or less are no longer required, but you may request one.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

1. **Preauthorized Regular Amounts.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call us or write us at the telephone number or address shown in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call. If we do not receive the written confirmation, the verbal stop payment order will cease to be binding 14 days after it has been made. There will be a charge for each stop payment request. A stop payment request for

pre-authorized EFT will apply to all subsequent transfers unless you withdraw the request.

2. Notice of Varying Amounts. If these payments may vary, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. Liability for Failure to Stop Payment of Pre-authorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

YOU DO NOT HAVE THE RIGHT TO STOP PAYMENT ON ANY DEBIT CARD TRANSACTION OR ON ANY TRANSACTION YOU PERFORM AT AN ATM.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do 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. 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 to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

UNAUTHORIZED TRANSFERS

- A. Liability Disclosure. If your statement shows transfers that you did not make or authorize, tell us IMMEDIATELY. If you do not tell 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 we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.
- B. Address and Telephone Number. If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed IMMEDIATELY.
- C. VISA's Zero Liability Policy. This policy requires us to replace funds and associated fees, including foreign transaction fees, if applicable, taken from your account as the result of an unauthorized credit or debit transaction within five business days of notification. VISA's Zero Liability Policy does not apply to certain commercial card and anonymous prepaid card transactions or transactions not processed by VISA. If you

experience unauthorized VISA transactions, notify us immediately. Replacement funds are provided on a provisional basis and may be withheld, delayed, limited or rescinded based on gross negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim, and account standing and history. The transaction must be posted to your account before replacement funds may be issued.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agencies or court orders.
- If you give us your written permission.

BUSINESS DAYS

Our business days are Monday through Friday; excluding holidays.

ERROR RESOLUTION AND DISCLOSURE OF ACCOUNT INFORMATION

In case of errors or questions about your electronic transfers, telephone us at 800.897.6991, write us at TRUITY CREDIT UNION, P.O. Box 1358, Bartlesville, OK 74005-1358 or email us at Talk2Us@TruityCU.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must include:

1. Account Information. Tell us your name and account number.
2. Dollar Amount. Tell us the dollar amount of the transaction in question.
3. Description of Suspected Error. Describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information.

If you tell us verbally, we may require that you send us your question or complaint in writing within 10 business days.

We will determine whether an error has occurred within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your question or complaint. If we decide to do this, we will credit your account within 10 business days 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 ask you to put your verbal question or complaint in writing and we do not receive your written statement within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for

copies of the documents that were used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

**If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

TRUITY CREDIT UNION ADDRESS AND PHONE NUMBER

TRUITY FEDERAL CREDIT UNION, P.O. Box 1358, Bartlesville, OK 74005-1358.

918.336.7662 or 800.897.6991