

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

Health Care Family Credit Union

(Revised October 2010)

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Health Care Family Credit Union (CU). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners, or any authorized users. The words "we," "us" and "our" mean the Health Care Family CU. The word "account" means any one or more deposit accounts you have with the CU. Electronic funds transfers are electronically initiated transfers of money through automated teller machines (ATMs), Debit Card purchases, the Internet, including Bill Payer and Home Banking, and Automated Clearing House involving your deposit accounts at the CU. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and separately, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by the CU.

a. **ATMs.** You may use your Card and Personal Identification Number (PIN) in ATMs of the CU, CO-OP Network, CIRRUS, STAR and such other machines or facilities as the CU may designate. At the present time, you may use your ATM/Debit Card for the following transactions:

- (1) Deposit to your savings or checking account if allowed by the ATM being used.
- (2) Withdraw cash from your savings or checking accounts.
- (3) Transfer funds between accounts as allowed.
- (4) Other transactions as offered and permitted in the future.

b. **Visa Purchases.** You may use your Debit Card to purchase goods and services anywhere your Debit Card is honored by participating Visa merchants. For Debit Card purchases, there may be a delay from the time you authorize the purchase transaction and the time the transaction is posted. You authorize us to hold funds in your account up to the amount necessary to cover the purchase and to deduct that amount at the time we post your transaction. If the balance in your account is not sufficient to pay the transaction amount, the CU may treat the transaction as an overdraft request and access your overdraft protection account or any other CU deposit account or the CU may terminate all services under the Agreement.

c. **Point-of-Sale (POS).** If we approve your application for POS services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals within the participating networks and such other POS terminals as the CU may designate.

2. Service Limitations.

a. **ATMs.** You may withdraw up to \$700 or the maximum allowed at an ATM (if there are sufficient funds in your account) per day at any authorized ATM. For the purpose of determining whether this limit has been reached, a day ends at 5 p.m. Saturday, Sunday and Monday are considered as a single day.

b. **Debit Card.** There is no limit on the number of purchase transactions you may make by Debit Card during a statement period. No purchase may exceed the available funds in your account. The CU reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account. The CU may set other limits on the amount of any transaction, and you will be notified of those limits. The CU may refuse to honor any transaction for which you do not have sufficient available verified funds.

3. Security of Personal Identification Number (PIN). The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Debit Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the CU. If you fail to maintain the security of these access codes and the CU suffers a loss, we may terminate your ATM and account services immediately.

4. Business Days. Our business days are Monday through Friday, excluding holidays, and Saturday mornings.

5. Fees and Charges.

a. **ATM Withdrawals.** There is a \$1.50 fee for withdrawals at any foreign ATM. Free withdrawals are available from any HCFCU ATM or CO-OP Network ATM nationwide.

b. **Card/Code Replacements.** For each replacement card or personal code issued, your account will be charged \$5 per card.

c. **Non-Sufficient Funds.** For each item that exceeds the balance in your account, or any approved overdraft line of credit or available savings within Reg D limitations that is paid by the credit union, you will be charged \$25.

d. **ATM Transfers.** For each transfer of funds at an ATM, your account will be charged \$1.

e. **ATM Inquiries.** For each account balance inquiry, your account will be charged \$.50.

f. **ATM Surcharge.** You may incur a machine surcharge subject to machine ownership.

6. Right to Receive Documentation of Transfers.

a. **Periodic Statements.** Transfers withdrawals and purchases transacted through an ATM or Visa merchant terminal will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. **Terminal Receipt.** You get a receipt at the time you make a transaction using an ATM.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;

8. CU 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 loss up to the amount of your transaction. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong PIN or you used a PIN or Debit Card in an incorrect manner.
- c. If the ATM where you are making the transfer does not have enough cash.
- d. If the ATM was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.
- g. If your account has a delinquent loan.
- h. If the error was caused by a system of any participating ATM network.
- i. If there are other exceptions as established by the CU.
- j. The ATM may retain your Debit Card in certain instances, in which event you may contact the CU about its replacement.

9. Termination of Services. You agree that we may terminate this Agreement and your use of your ATM/Debit Card if:

- a. You or any authorized user of your PIN breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your PIN or ATM/Debit Card;
- c. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- d. You breach any provision of your Membership and Account Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

10. Member Liability. You are responsible for all transfers you authorize using your ATM/Visa Debit Card and PIN services under this Agreement. If you permit other persons to use your Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card, or PIN and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Debit Card purchase transactions, you must notify us of your lost or stolen card. You will not be liable for any losses, provided you were not grossly negligent or fraudulent in handling your Visa Debit

Card and you provide us with a written statement regarding your unauthorized Visa Debit Card claim. Visa requires provisional credit for losses from unauthorized card use within five (5) business days of notification of the loss. HCFCU must hear from you within 30 days of the first statement on which the error or problem occurs. Notification by phone or in person requires a written follow-up within ten (10) business days.

For all other Card (ATM) transactions: If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized Line-of-Credit transactions through an EFT service is \$50.

Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Visa Debit Card purchase transactions — up to the limits set forth above and (ii) for all other unauthorized Card (ATM) transactions — up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we may extend these time periods. If you believe your Debit Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

Lost or Stolen Cards

Call: 1-800-301-2424 during business hours or
1-800-991-4961 after business hours

Write: Health Care Family Credit Union
2114 S. Big Bend Blvd.
Richmond Heights, MO 63117

11. Notices. The CU reserves the right to change the terms and conditions upon which this service is offered. The CU will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the CU account and any future changes to those regulations.

12. Billing Errors. In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address included as soon as you can. We must hear from you no later than (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. If we need more time, however, we may take up to 45 days to investigate your complaint or question, (90) calendar days for POS or new account transaction errors, errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five [5] business days for Visa Debit Card purchases) 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 complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) we relied upon to conclude that the error did not occur.

13. Indemnity. If you ask the CU to follow instructions that the CU believes might expose it to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, the CU may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the CU against any claims and pay all legal fees and costs associated with the defense.

14. Waiver. Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the CU and shall not be considered as a waiver of any future or other obligation or right.

15. Severability. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

16. Governing Law. This Agreement is governed by the Bylaws of the CU, federal laws and regulations, the laws and regulations of the State of Missouri and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the CU is located.

17. Enforcement. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county in which the CU is located, if allowed by applicable law.

18. ATM Safety Notice. The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your ATM/Debit Card.
- h. Report all crimes to law enforcement officials immediately.



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