



# Electronic Funds Transfers Disclosures

*The following disclosures set forth your and our additional rights and responsibilities concerning the electronic funds transfers. Terms and conditions set forth elsewhere in this agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through direct deposits, automated teller machines (“ATMs”), telephone audio response and Internet access transactions involving your deposit accounts at the Credit Union.*

## 1. Services.

a. Debit Card. You may use your card to purchase goods and services any place your Visa is honored by participating merchants. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under this agreement. You may not use your card for an illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b. ATMs. You may use your card and personal identification number (“PIN”) in automated teller machines within the Networks indicated on the reverse of card, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Make withdrawals from your account.
- At select ATMs make deposits, inquiries, or transfers from your account.

c. Telephone Audio Response. If we approve your application for telephone audio response access to your accounts, a separate four (4) digit personal identification number (“PIN”) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use audio response service to:

- Obtain balance information from your savings, checking, money market, certificate, and loan accounts.
- Transfer funds between these same accounts (except certificates) including loan payments to any of your loan accounts and transfer to accounts of other members.
- Withdraw funds from savings, money market, or checking accounts by check, made payable to you and mailed to you at your mailing address.
- Verify certain account information, including if a particular check has cleared your checking account, the date of your last payroll deposit, loan payment and loan payoff amounts, and account and loan history.
- Give you transaction history on your checking, savings, money market, and loan accounts.
- Give you tax information on dividends earned, and interest paid on your accounts.
- Request a Stop Payment on a share draft.

d. Online Banking. If we approve your application for CFCCU’s Online Banking (Internet) access service, you may use your personal computer to access your accounts through the Internet. You will need a personal computer and access to the Internet (World Wide Web). You must use your access code along with your account number to access your accounts. Online Banking services are accessible 7 days a week, 24 hours a day. This service may be interrupted for a short time each day for data processing. You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving telephone service, any Internet service provider, your software installation or your computer. At the present time, you may use online banking services to:

- Transfer funds between your savings, checking, and loan accounts.
- Transfer funds to accounts of other

members as you authorize.

- Make loan payments from your savings and checking accounts.
- Review account balance and account transaction information for any of your accounts.
- Request a check withdrawal from your savings or checking account, made payable to you and mailed to you at your mailing address.
- Request a Stop Payment on a share draft.
- Download account information for any account to financial management software programs such as Intuit Quicken or Microsoft Money if applicable.
- Pay bills to vendors you authorize through Bill Payer Service.

e. Pre-authorized EFTs. The Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security, upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions.

You may direct pre-authorized withdrawals or transfers from your account to a particular person or company which you have arranged with that person or company.

f. Electronic Check Conversion/ Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize it to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you sign a written authorization or you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically.

Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.

## 2. Service Limitations.

a. Debit Card/ATMs. There is no limit on the number of cash withdrawals from ATMs you can make. You may withdraw up to \$200 or your balance, whichever is less, per day. (For example, one day is from 12:00 p.m. Friday to 12:00 p.m. Saturday.) You may transfer funds between your savings and checking accounts up to the balance in your account at the time of transfer at available locations. For security purposes, there is a limit of three (3) unsuccessful PIN tries in a 24-hour period. The card will be captured on the third unsuccessful try. The servicing and processing schedule of ATMs may result in a delay between the time a deposit is made and when it will be available for withdrawal. You may make Debit Card purchases at participating merchants and POS terminals up to the maximum amount set by the Credit Union, provided there is sufficient funds in your account.

b. Your accounts can be accessed by Audio Response via a TouchTone telephone only. Not all pushbutton phones are TouchTone. Audio Response service will be available for your convenience 7 days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day from a checking account, transfers from savings accounts are limited to six (6) transactions per month, as set forth in the Membership and Account Agreement. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### c. Online Banking

· Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings or money market account will be limited to a total of six (6) in any one calendar month, as set forth in the Membership and Account Agreement. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. CFCCU reserves

the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

· Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

· E-Mail and Stop Payment Requests. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. You may request a stop payment of a check through the E-Mail service. Any check stop payment request received electronically is considered an oral request, subject to the requirements set forth in the Membership and Account Agreement. Any stop payment of a pre-authorized EFT withdrawal or transfer is governed by Section 10. Oral stop payment requests will lapse within fourteen (14) calendar days unless continued in writing. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 4, below.

d. Pre-authorized EFTs. There are no limitations on the number or dollar amount of pre-authorized EFT withdrawals or transfers to or from your checking account. Pre-authorized transfers from a savings or money market account are limited to a total of six (6) in any one calendar month.

## 3. Security of Access Code.

The access code issued to or selected by you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to

maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Online Banking, Audio Response, and account services immediately.

## 4. Member Liability.

You are responsible for all transfers you authorize using an EFT service under this agreement. If you permit other persons to use an EFT service, card or access code, 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 access code or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Debit Card purchase transactions, if you 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 Debit Card and you provide us with a written statement regarding your unauthorized Card Claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50.00 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 \$500.00. Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from contacting us, we will extend the time periods.

If you believe your card or access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

### ***During business hours:***

(319) 266-7531

Toll Free: 1-800-376-3090

**After business hours and on holidays:**

For ATM Card: (319) 266-7531

Toll Free: 1-800-376-3090

For VISA Debit Card: 1-800-234-5354

or write to us at:

Cedar Falls Community Credit Union  
123 W 4th Street  
Cedar Falls, IA 50613

**5. Business Days.**

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

**6. Fees and Charges.**

There are certain charges for electronic fund transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by law.

Fees may include: (a) Account NSF Item Returned Fee, \$20.00; (b) ATM Fees. You are allowed 10 free transactions (not including deposits) per month. After the tenth transaction, you are charged \$1.00 plus tax per transaction. There is a card replacement fee of \$5.00. If you use an ATM that is not operated by the Credit Union, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**7. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of the state of Iowa as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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. Should any one or more provisions of this agreement be determined illegal or unenforceable in court, if possible, but only to

the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this agreement.

**8. Right to Receive Documentation Transfers.**

a. Periodic Statements. Transfers and withdrawals transacted through any EFT service 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'll receive a statement at least quarterly.

b. Terminal Receipt. You get a receipt at the time you make any transfer to or from your account using a Visa or Network ATM.

**9. 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.

d. If you give us your written permission.

**10. Credit Union 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:

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 the automated teller machine (ATM) where you are making the transfer does not have enough cash, or was not working properly and you knew about the problem when you started the transaction, the ATM machine may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

c. If you used the wrong access code or you have not properly followed any applicable computer, Internet or credit

union instructions for making transfer and bill payment transactions.

d. If your computer fails or malfunctions or any of the credit union's Online Banking Services was not properly working and such problem should have been apparent when you attempted such transaction.

e. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.

f. If the error was caused by a system beyond the credit union's control such as your Internet Service Provider.

g. If the money in your account is subject to legal process or other claim or is frozen because of a delinquent loan.

h. If there are other exceptions as established by the credit union.

**11. Preauthorized Electronic Fund Transfers.**

a. Stop Payment Rights. If you have arranged in advance to make regular preauthorized electronic fund transfers out of your account(s) for money you owe others, you may stop payment of pre-authorized transfers from your account. You must notify the credit union orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. You may not send your preauthorized EFT stop payment request through E-mail. The credit union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts. If these payments will vary in amount, you have the right to receive written notice of the amount of a transfer ten (10) days before the scheduled transfer date. You agree the credit union will not provide such notice, which must be obtained from the payee.

c. Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, if you gave

us the correct information.

## **12. Termination of EFT Services.**

You agree that we may terminate this agreement and your use of any EFT services, if you, or any authorized user of your account or any EFT service breach this agreement, or any other agreement with us, if you lose your ATM card three (3) times in a twelve (12) month period, or if we have reason to believe that there has been an unauthorized use of your account, access code or card. 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.

## **13. Notices.**

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

## **14. Billing Errors.**

In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (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) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will

correct the error promptly. For errors related to transactions occurring within

thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for Visa Debit Card/POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa Debit Card purchase transactions) 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 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) relied upon to conclude that the error did not occur.

## **15. ATM Safety Notice.**

The following information is a list of safety precautions regarding the use of automated teller machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night. · Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, cancel the transaction and leave.
- 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.
- 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.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card or in purse or wallet.
- Report all crimes to law enforcement officials immediately.