

# ATM & Debit Card Electronic Fund Transfer Services Agreement

#### Card Use.

You may use your ATM card or Mastercard® Debit card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your available balance in your checking account. If the balance available is insufficient to cover a onetime debit card transaction, you must consent to the Credit Union's Courtesy Pay plan in order for the transaction amount to be covered. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for overdrafts are shown in the Service Fee Schedule and in the Courtesy Pay Authorization for Debit Card POS Transactions form which the Credit Union uses to capture the member's opt-in choice. For other types of transactions, if the available balance in your checking account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, CO-OP, Allpoint, Cirrus®, AFFN networks, and such other machines or facilities as the Credit Union may designate.

#### Transactions You Can Make.

- Make deposits to your share, checking, and money market accounts. Withdraw cash from your checking account or savings accounts or Pre-Approved Line-of-Credit Loan, not to exceed available limits. (International Transactions may be restricted to checking accounts only.)
- 2. Withdraw funds from your share, checking, money market, and Line-of-Credit accounts.
- 3. Transfer funds between your share, checking, money market, and Line-of-Credit accounts.
- 4. Obtain balance information for your share, checking, money market accounts, and Line-of-Credit accounts.
- 5. Make loan payments from your share, checking, and money market accounts.
- 6. Order goods or services by mail, telephone, online, or make point-of-sale transactions from places that accept Mastercard. (Debit only)
- Order goods or services by mail, telephone, online, or make point-of-sale transactions from places that accepts AFFN or CIRRUS.

You may not perform transactions on Share Certificates or IRAs.

#### Your Responsibility and Liability.

For certain transactions, your card cannot be used without your secret Personal Identification Number (PIN). You promise to take all reasonable precautions to make sure no one else learns your secret PIN or uses the card issued to you. Disclosure of your PIN to any party makes that person hereafter an authorized user of your access device. Tell us AT ONCE if you believe your card or PIN has been stolen or lost. If you tell us within 2 business days, after you learn of the loss or the theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and /or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers you did not make, including those made by card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed

to you, you may not get back any money you lost after 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 will extend the time periods. You will not be liable for unauthorized use of your card for Line-of-Credit Loan transactions after you notify us (see "HOW TO CONTACT US"), orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for Line-of-Credit loan transactions. Your liability for unauthorized use of your EFCU Debit Card when used for point of sale transactions will be \$0 if you: 1) have exercised reasonable care in safeguarding your card and PIN; 2) have not reported two or more incidents of unauthorized use within the past 12 months; and 3) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the authorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions not processed by Mastercard<sup>®</sup>. To report lost or stolen cards, activate your card, or change your PIN call 850.862.0111 or Toll Free: 800.367.6159 Option 1.

#### Contact Information.

You agree to notify us immediately of changes to your contact information. In certain circumstances, we may request your change(s) in writing. All notices sent to your last known address or email will be effective as though received.

#### **Limitations on Dollar Amounts.**

You may withdraw up to \$500 per day from Automated Teller Machines (ATMs) and \$3,000 per day from POS terminals, if there are sufficient funds in your account.

#### How to Contact Us.

<u>CALL</u> 850.862.0111 Option 1, Monday through Friday, 9am to 5pm Central Time

<u>WRITE</u> Eglin Federal CU, Account Services Department, 838 Eglin Parkway NE, Fort Walton Beach, FL 32547

<u>WEB SECURE EMAIL</u> at www.eglinfcu.org/contact

#### **Business Days.**

Our business days are Monday through Friday, 9:00 A.M. to 5:00 P.M. CST. At the close of business each night, after all daily processing is complete, our computer system's data is advanced to the next business day. Saturdays, Sundays, and federal holidays are not business days.

### Fees and Charges.

There are no fees when you use your EFCU ATM or Debit Card at any EFCU ATM. When you use your EFCU ATM Card or Debit Card at an ATM machine not owned by EFCU then you will be charged a \$1.00 Network transaction fee and a \$0.50 cent fee for inquiries. Surcharge-free access is available at EFCU ATMs, and more than 80,000 CO-OP and Allpoint ATMs worldwide. If you use a non-EFCU ATM or Debit Card in an EFCU ATM machine you may be charged a \$3.00 surcharge. EFCU provides two ATM or Debit Cards at no charge. There will be a fee of \$5.00 for each additional card. We reserve the right to change our fees.

#### Periodic Statements.

You will receive a statement of account each month covering each account that was accessed at ATMs or a POS terminal; and at least quarterly, even if no transfer has occurred.

#### Our Liability for Failure to Make Transfers.

If we do not properly complete a transaction on time, or in the correct amount according to this agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy.
- 2. If you used your card or access code in an incorrect manner.

- 3. If the ATM where you are making the transfer does not have enough cash.
- 4. If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- 5. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- 6. If the money in your account is subject to legal process or other claim.
- 7. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- 8. If the error was caused by a system of any participating ATM network.
- 9. If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- 10. If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- 11. If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- 12. Any other exceptions as established by the Credit Union.

#### Disclosure of Account Information to Third Parties.

Review EFCU's Privacy Notice for complete details. In order to protect your privacy, we will not disclose any information about you or your account to any person, organization, or agency except:

- 1. Where it is necessary for completing transfers.
- 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- 3. In order to comply with government agency or court orders.
- 4. To Credit Union subsidiaries and companies that assist us in providing services to you and who have contractually agreed to protect the confidentiality of our members' information.
- 5. If you give us written permission.

### **Stop Payment Rights.**

If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. There is a charge for each stop-payment request you make. Eglin Federal Credit Union cannot cancel an agreement you have with a third party or revoke the authorization you have provided a third party for automatic debit card charges from your account. To cancel your agreement and/or revoke your authorization for this type charge, you must contact the third party. If, after you have contacted the merchant or service provider and they continue to charge your account, you can contact us to return any subsequent charges. We will require you to complete a statement stating that you have revoked the authorization. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned. You may stop payment on any item drawn on your account whether you sign the item or not.

## Notice of Varying Amounts.

If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead 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.

### In Case of Errors or Questions about your Electronic Transfers.

Telephone, write or email us 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. (See "HOW TO CONTACT US") We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number.
- 2. Describe the error or 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.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require you to send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) 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 do not receive your complaint or question in writing within 10 business days, we may remove the provisional credit from your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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, and will remove the provisional credit 5 business days after notice is given. You may ask for copies of the documents that we used in our investigation.

### Receipts.

You can get a receipt at the time you make any transaction involving your account using an ATM and/or point-of-sale (POS) terminal. However, you may not receive a receipt if the amount of the transfer is \$15.00 or less.

## Card Information Updates and Authorizations.

If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card. Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

## Verification.

All deposits and Line-of-Credit payments made at an Eglin Federal Credit Union (EFCU) ATM will be provisionally credited, and subject to subsequent verification and collection.

#### **Currency Conversion and Foreign Transactions.**

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in

limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

## Change in Terms.

This agreement is subject to the terms and conditions of the Understanding Your Share Account booklet which governs your accounts with us. If you have signed other agreements with us, your agreements are still binding where not in conflict with this agreement. All transactions involving loan payments are subject to the provisions of your separate loan agreement(s) with us. We have the right to change the terms of this agreement. We will notify you of any changes as required by law.

## Ownership of EFCU ATM or Debit Card.

The cards remain the property of Eglin Federal Credit Union and you agree to surrender them to us upon demand.