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## REGULATION E DISCLOSURES

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### Electronic Funds Transfer Services Agreement

For the purpose of this section “ATM card” will refer to any of the following cards: Debit or ATM card.

Transactions initiated by ATMs, POS, or Audio Response are governed by the Electronic Funds Transfer Act of 1978. The following information is provided in accordance with that Act. You cannot use this card to transfer money into or out of your account without a Personal Identification Number (PIN). If you receive a card you do not want to use, please destroy it at once by cutting it in half and returning it to the credit union. We may demand that you surrender your ATM card at any time for any reason.

#### BUSINESS DAYS

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

#### REQUEST AGREEMENT AND DISCLOSURES

You may use the ATMs to perform transactions on your credit union accounts by using the ATM card. A PIN will be issued which you must use together with the ATM card to operate the automated teller machines.

By accepting or using the ATM card, you agree as follows;

#### ATM TRANSACTIONS YOU CAN MAKE

1. Withdraw cash (\$200.00 daily limit or 5 transactions whichever comes first) from your savings account or your checking/share draft account.
2. Make deposits to your primary savings or checking/share draft account under this membership account number.
3. Transfer funds between your primary savings account and your checking/share draft account under this membership account number.
4. Debit your checking account to merchants who display VISA decal (CheckCard only).

Some of these services may not be available at all ATMs. There may be limitations imposed by the credit union on frequency of transfers. You may withdraw up to \$200.00 (or 5 transactions whichever comes first) from the ATM each day, provided you have at least that amount available in that account. A transaction charge may be assessed for each withdrawal transaction in accordance with the Credit Union Fee Schedule.

Except for gross negligence, Governmental Employees Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check/draft that exceeds the balance in the checking/share draft account. The credit union may, however, pay such a check/draft. Any amount that we do not collect on the check/draft or any other item deposited or cashed, including any service charges and/or expenses incurred, will be paid by you on request. We may charge it back to this or any other account at Governmental Employees Credit Union of which you are an owner or a holder.

After three (3) consecutive electronic transactions, resulting in a negative balance, your ATM/Debit Card is subject to closure.

#### POINT OF SALE PURCHASES

Your ATM card is not a credit card and all transactions originating from this card for point of sale purchases will be charged to your checking account. The total amount of the purchases should be recorded in your check book account register, just as you would a regular check, and deducted from the available balance. You will not allow the card usage to exceed the available balance in your checking account. If shares are not sufficient to cover all withdrawals, we may pay the withdrawals and dishonor regular checks, or we may access any overdraft protection you may have. Because we agree to accept all drafts imprinted with this card, you waive the privilege of stopping payment. You agree to maintain on deposit at all time, sufficient funds to apply all cash withdrawals, drafts and checks. We will hold funds equal to your outstanding authorizations for up to ten (10) days.

#### OTHER DISCLOSURES AND AGREEMENTS FOR AUDIO RESPONSE

You may use the Audio Response system to perform transactions on your credit union accounts. We will issue you a PIN, which you use in order to access the Audio Response system. If a withdrawal from your savings, checking/share draft, or line-of-credit loan account is requested or scheduled to occur, you may verify the transaction through the Audio Response system.

#### CHARGES FOR TRANSFERS

See Credit Union Fee Schedule

#### DOCUMENTATION OF TRANSFERS

1. Terminal Transfers: You will get a receipt at the time you make any transfer to or from your account(s) using the ATM.
2. Preauthorized Checks: If you have arranged to have direct deposits made to your account, you can verify this transaction by telephone or through the use of Audio Response



3. Periodic Statements: You get a monthly checking/share draft account statement. You will get a monthly statement for your primary savings account provided a transaction to/from your primary savings account or your line-of-credit loan using your ATM card has occurred within that month, or at least quarterly if no transfer has been made.

#### RIGHT TO STOP PAYMENT

If you have told us, in advance, to make a recurring payment to third parties out of your account, you can stop any of these payments by contacting the Credit Union in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We will require you to put your request in writing and have it on file at least three (3) business days prior to the scheduled payment date. We will charge you for each stop payment order you give. 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 these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

#### OUR 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 losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money available in your account to make the transfer.
2. If the transaction would exceed an established credit limit on your line-of-credit loan.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the ATM, the Audio Response system, or our computer system was not working properly and you knew about the breakdown when you started the transfer.
5. If the ATM malfunctions or ceases to operate during a transaction.
6. If circumstances beyond our control, such as, but not limited to, fire, flood, mechanical malfunctions, or power failure prevent the transfer in spite of reasonable precautions we have taken.
7. If the funds are subject to legal process or other encumbrance restricting the transfer.
8. There may be other exceptions stated in depository and loan agreements we have with you.
9. If, after you reported a lost or stolen PIN or unauthorized transaction on the account, you try to make transfers using a PIN which is not authorized for use.
10. Further, all transfers are subject to verification and the actual collection of items and funds deposited.

#### YOUR RESPONSIBILITY AND LIABILITY

Your ATM card, ATM PIN and Audio Response PIN will always remain property of the credit union. We may terminate your right to use the ATM card, ATM PIN, and Audio Response/PIN at any time. Whenever we ask you to, you will return your ATM card and/or PIN to us. You will take reasonable precautions to keep your PIN separate from your ATM card and to prevent unauthorized disclosure of your Pins. You will not transfer your ATM card to another person, nor will you allow another person to use your ATM card, ATM PIN or Audio Response PIN. If you do so, you will be liable for the other person's use of your PIN, ATM card, ATM PIN, or Audio Response PIN until you have notified us that the transactions by that person are no longer authorized. If you do not want to use this card, you will destroy it at once by cutting it in half and returning it to us.

#### LIABILITY DISCLOSURE

Tell us at once if you believe your ATM card, ATM PIN, or Audio Response PIN has been lost or stolen. Telephone banking is the best way of keeping your possible losses down. Your liability for the unauthorized use of your ATM card, or other means of providing access to a remote terminal may not exceed \$50.00.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call or write the credit union 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. You must tell us no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need the following information:

1. 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 there is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will tell you the results of our investigation within twenty (20) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the 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 will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.