

## **Attleboro Municipal Employees Federal Credit Union Electronic Funds Transfer Disclosure and Cardholder Agreement**

As a valued member of Attleboro Municipal Employees Federal Credit Union, you may take advantage of our many convenient electronic services. We are providing this Electronic Funds Transfer (EFT) Disclosure and Agreement, as amended as necessary ("Agreement"), to inform you of the terms and conditions governing the use of our electronic transfer services. Should you use or allow others to use your electronic services offered by the credit union, you are agreeing to the terms and conditions of this Agreement whether you or someone you authorize uses those services. Throughout this Agreement, the terms "you" and "your(s)" refer to you, the member, and the terms "we," "us" and "our(s)" refers to Attleboro Municipal Employees Federal Credit Union or AMEFCU. We may not currently offer all of the services discussed in this Agreement.

### **GENERAL DISCLOSURE STATEMENT**

INDICATED THROUGHOUT, ARE CERTAIN TYPES OF ELECTRONIC FUND TRANSFERS (EFTs) THAT WE ARE CAPABLE OF HANDLING; SOME OF WHICH MAY NOT APPLY TO YOUR ACCOUNT(S). PLEASE READ THIS DISCLOSURE CAREFULLY AS IT EXPLAINS YOUR RIGHTS AND OBLIGATIONS FOR THE TRANSACTIONS REFERENCED.

THIS NOTICE SHOULD BE KEPT FOR FUTURE REFERENCE.

EXCEPT WHERE OTHERWISE STATED IN THIS AGREEMENT, YOU MAY NOT PLACE A STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE STAISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

1. Types of EFT Services. EFTs we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

a. Automated Teller Machines (ATMs). AMEFCU may issue an ATM card and Personal Identification Number ("PIN") to be used for transactional purposes. You may use your ATM card at AMEFCU ATMs to:

- Withdraw cash from your checking account(s) designated in your Account Agreement
- Check account balances in the savings and/or checking account(s) designated in your Application (this is called an "inquiry")
- Transfer funds between the account(s) designated in your Application

b. Visa Debit Card® (and additional ATM card services). If we issue you a Visa Debit Card, you may use your card as an ATM card as defined above, and purchase goods and services from participating merchants who accept Visa. If you wish to pay for goods or services online, 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 laws. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the amount of the transaction, AMEFCU 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 us. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to AMEFCU. We are not required to make this payment on your behalf unless we have agreed to do so. In the event of repeated overdrafts, we may terminate all services under this Agreement. Currently, and in addition to the ATM functions, you may also use your Visa Debit Card to:

• Make POS (Point-of-Sale) transactions with your card and PIN to purchase goods or services at merchants that accept the Visa Debit Card.

• Order goods or services by mail, telephone, or online from places that accept Visa Debit Card.

For your protection as well as ours, we impose a daily limit on your card. There is no limit on the number of transactions you may make in any one category up to your daily limit and provided there are sufficient funds in your account. However, for security purposes, there may be other limits on the frequency and amount of transfers available at ATMs. You may transfer up to the available balance in your accounts at the time of the transfer. See Section 2 for transfer limitations that may apply to these transactions.

### **Daily Visa Debit Card Limits:**

ATM \$400

POS \$1000

Combined \$1400 (per day)

We may limit or refuse to complete a transaction when necessary for security reasons. Transactions for the purposes of gambling will be refused. Requests for limit increases must be made in writing.

Attleboro Municipal Employees Federal 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. We may set other limits on the amount of any transaction, and you will be notified of those limits. Attleboro Municipal Employees Federal Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

c. Preauthorized EFTs. We can help you establish automated methods of receiving deposits to your account or making payments from your account.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, AMEFCU will accept direct deposits of your paycheck or of any federal recurring payments, such as Social Security, to your share and/or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and/or checking account. See Section 2 for transfer limitations that may apply to these transactions.

Stop Payment Rights. You may stop us from making a payment you have previously authorized. To stop payment, call us during business hours or you may write to us, or e-mail us at info@attleborofcu.org. Debit Card transactions cannot be stopped. To stop a payment, we must receive your notice at least three (3) business days or more before the payment is scheduled to be made. If you call us or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. Your stop payment notice will apply only to that particular payment. To be certain that a third party does not bill you again for the payment you previously stopped or to cancel the entire pre-authorized payment arrangement, you must cancel the authorization with the third party (i.e., a merchant, financial institution or insurance company).

The standard stop payment fee as stated in our Schedule of Fees and Charges applies for each stop payment request you place. 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. Any documentation provided to you that indicates that an EFT was made will be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.

Unless otherwise provided in this Agreement, you may not stop the payment of Electronic Fund Transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not stop payment.

• 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.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an EFT. 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 complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

e. Our Online Access. We offer Online Banking where you may access many of our regular branch services. If we approve your Online Banking application for your accounts, a separate password will be assigned to you. You must use your unique username and password to access your accounts. At the present time, you may use the Online Access to:

- Transfer funds between your share, checking, club, and line of credit accounts.
- Obtain balance information on your share, checking, club, loan and CD accounts.
- Make loan payments from your share or checking accounts.
- Access your line of credit.

You may access Online Banking using a computer or mobile device. Online Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that draws upon insufficient funds, exceeds a credit limit, lowers an account below a required balance, or otherwise requires us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply

to these transactions.

f. Bill Pay. We will process bill payment transfer requests electronically from your checking account to creditors you designate. You may be required to complete another agreement to use this service. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave sufficient time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments that may be made per day.

2. Transfer Limitations. Under Regulation D, excluding checking accounts and Visa Debit Card use as assigned to your checking account, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another Attleboro Municipal Employees Federal Credit Union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, Visa Debit Card, or similar order made by the member and payable to third parties payable at/through a U.S. branch or correspondent financial institution will not be made available to you until we receive notification of payment.

3. Conditions of EFT Services.

a. Ownership of Cards. Any card or other device that we supply is our property and must be returned to us, or any person whom we authorize to act as our agent, or to any person authorized to honor the card, immediately according to instructions. Cards may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer a card or account to another person. You are responsible if you allow someone else to use your card.

b. Honoring the Card. Neither we or any merchant authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Purchases, cash withdrawals, cash advances and credits to your account made in foreign currencies will be credited or debited to or 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 that are available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. Visa applies an International Service Assessment (ISA) fee of 1% of the transaction, calculated in U.S. dollars, which will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that is completed by you or a merchant on your Visa Debit Card outside the U.S., Puerto Rico or U.S. Virgin Islands.

d. Security of Access Code. You may use one or more access codes with your EFTs. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to any third party or recorded on or with a card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction as permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

f. Overdrafts. You promise to pay the credit union immediately upon demand for any negative (overdraft) balance arising in your account. If you do not have share draft checking line of credit privileges, the credit union may deduct the amount of any

overdraft on your account from any other account you have with the credit union. You further agree that we may also withdraw funds from any direct deposited Social Security or Veterans Retirement payment you receive. You agree not to use your card for a transaction that would cause the balance in any selected share savings or share draft checking account to go below zero, or that would cause any line of credit balance to go above your line of credit, or that would cause a withdrawal or transfer from an account that you do not have or have not selected. We will not be required to complete any such transaction, however, if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request.

g. Minor Accounts. For applicants under the legal age of 18, the Parent/Guardian ("Joint Owner") will assume responsibility for all use of any Electronic Services and transactions through this account. By opening this account the Joint Owner agrees to these terms and disclosures that are provided.

4. Fees and Charges. There are certain fees and charges for EFT services. You may review our Fee Schedule to obtain this information. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in the processing of the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Your Liability for Lost, Stolen or Unauthorized Transactions Involving an ATM/POS Card or PIN Transaction. You are responsible for any/all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any and all transactions they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. Tell us immediately if your statement has transfers that you did not make. If you believe your card has been lost or stolen or that someone has transferred money or may transfer money from your account without your permission, call us at: 508-226-0140 or 508-226-1924. Then immediately write to us at: Attleboro Municipal Employees Federal Credit Union, 138 South Main Street, Attleboro, MA 02703.

6. Right to Receive Documentation.

a. Periodic Statements. Transfers or withdrawals made through debit card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. Regardless, you will receive a statement at least quarterly.

b. Terminal Receipt. You will receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant.

c. Exception for receipts in small value transfers. A financial institution is not required to make available a receipt if the amount of the transfer is \$15 or less. That an institution does not make a terminal receipt available for a transfer of \$15 or less is not an error for purposes of Error Resolution.

d. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by viewing your account online at www.attleborofcu.org, or you call us at 508-226-0140 or 508-226-1924. This does not apply to transactions occurring outside the United States.

7. Business Hours. For purposes of this Agreement, our business days and hours are Monday through Friday, 9:00 AM to 5:00 PM, excluding Federal and State holidays.

8. Our Liability for Failing to Make Transfers. In the event that we do not complete a transaction to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some important 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 transaction; the transaction would go over the credit limit on your credit line; the terminal where you were making the transaction did not have enough cash; the ATM or network system was not working properly; circumstances beyond our control (such as fire, flood, computer downtime or power failure) prevented the transaction, despite reasonable precautions that we have taken; the money in your account is subject to an uncollected funds hold, legal process or other encumbrance or agreement restricting a transaction; your ATM/POS and Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly; your ATM/POS and Debit Card or PIN has been reported lost or stolen and we have blocked the account; or failure to complete the transaction is done to protect the integrity of the system or to protect the

security of your account. There may be other exceptions not specifically mentioned above.

9. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

10. Your Rights in Case of Errors or Questions About Your Electronic Transfers. In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following number and/or send us a written notice to the following address 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. Call us at 508-226-0140 or 508-226-1924. Then immediately write to us at: Attleboro Municipal Employees Federal Credit Union, 138 South Main Street, Attleboro, MA 02703.

**To Report Your Lost or Stolen Visa Debit Card, please call 888-912-7877.**

- a. Tell us your name and account number.
- b. Describe the electronic transfer you are unsure or have a question about. Explain as clearly as you can why you believe the credit union has made an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you give us this information 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) days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) 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 complaint or question in writing and we do not receive it within ten (10) days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we find that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Through acceptance of this Agreement, you agree to cooperate with our investigation by promptly responding to our oral or written questions or requests for additional documents or proof.

11. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. If you do not return the cards, you should shred and dispose of the refuse. You also agree to notify any participating merchants with authority to make bill payment transfers that their authority has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will no longer accept further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or AMEFCU terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

12. Evidence. Any documentation provided to you which indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie (self evident) proof such transfer was made.

13. Disclosing Your Account Information to Third Parties.

- We will disclose information to third parties about your account or the transfers you make: when necessary to complete a transaction you initiated; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with government agency or court orders or other legal process; or
- with your oral or written permission. Additional information is available by reviewing our Right to Member Privacy disclosure. If we discover that an unauthorized disclosure has occurred, we must inform you within three (3) days of discovery.

14. Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect an amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection action.

15. Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo such as Visa®, for example, by an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

16. Governing Law. This Agreement is governed by the Bylaws of the credit union, federal laws and regulations, and the laws and regulations of the state where the credit union has its main office.

17. Safety. The following information is a list of safety precautions regarding the use of 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.
- Close the entry door of any ATM facility equipped with a door.
- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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 midst of a transaction and you note something suspicious, cancel the transaction, take your card 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.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police department.

We may limit or refuse to complete a transaction when necessary for security reasons. Transactions for the purposes of gambling will be refused. Requests for limit increases must be made in writing to Attleboro Municipal Employees Federal Credit Union.



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Federally Insured by NCUA

ELECTRONIC FUNDS  
TRANSFER AND  
CARDHOLDER AGREEMENT