

## **ELECTRONIC FUNDS TRANSFER AGREEMENT**

### ***Disclosure Statement of Terms and Conditions on Use of Check/ATM & ATM Cards***

This Disclosure is provided to members/consumers according to the provisions of the Federal Electronic Funds Transfer Act and the Indiana Electronic Funds Transfer Facilities Act. As used in this Disclosure, the words "us" or the "credit union" refer to REGIONAL; the words "you" and "your" refer to the member/consumer (and joint account holder, if any); the words "DEBIT CARD" refer to Regional Federal Credit Union's Check/ATM Card and REGIONAL's ATM Card. This Disclosure applies to electronic funds transfer services provided by REGIONAL. Please read this Disclosure Statement in its entirety because these disclosures may affect you. The usage of the DEBIT CARD is your acknowledgment that you agree to all terms and conditions of REGIONAL's Disclosure Statement for Electronic Funds Transfers.

#### **1. Your Liability for Unauthorized Transfers**

Tell us at once if you believe your DEBIT CARD and/or Personal Identification Number (P.I.N.) has been lost, stolen or used without your permission. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account(s). If you tell us within 2 business days, you can be liable for zero with a Check/ATM Card if someone used your Check/ATM Card End/or Personal Identification Number without your permission. If you tell us within 2 business days, you can lose no more than \$50 if someone used your ATM Card and/or Personal Identification Number without your permission.

If you tell us within 2 business days after you learn of your loss or theft of your Check/ATM Card or Personal Identification Number, you can lose no more than \$50. If you do NOT tell us within two business days after you learn of the loss or theft of your ATM Card or Personal Identification Number, and we can prove we could have stopped someone from using your ATM Card and/or Personal Identification Number without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do NOT tell us within 60 days (90 days with credit union's ATM Card) after the statement was mailed to you, you may not get back any money you lost after the 60 days (90 days with credit union's ATM card), if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### **2. Credit Union Telephone Number and Address**

If you believe your DEBIT CARD and/or Personal Identification Number has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, call toll free 1-800-762-7419 or write to:

REGIONAL Federal Credit Union  
Attn: Electronic Funds Department  
7144 Kennedy Ave.  
Hammond, IN 46323

### **3. Credit Union Business Days**

Open from 9:00 a.m. to 5:00 p.m. (Central Daylight Time) on Monday, Tuesday, Thursday and Friday; open from 9:00 a.m. to 1:00 p.m. (Central Daylight Time) on Wednesday. Holidays are not included.

### **4. Our Electronic Funds Transfer Services**

Types of available transactions and limits on transactions:

- a. Accounts may be accessed:
  - i. Primary common share accounts
  - ii. Share draft account (checking account)
- b. You may use your DEBIT CARD to:
  - i. Withdraw cash from your primary common share accounts or share draft account
  - ii. Make deposits to your primary common share accounts or share draft account
  - iii. Transfer funds between your primary common share accounts and share draft account
  - iv. Point-of-sale withdrawal from your share draft account

Some of these services may not be available at all terminals.

### **5. Limitations on Electronic Fund Transfers**

DEBIT CARD: You may withdraw up to your assigned limit or balance each day. The daily limit or balance will be in effect Monday through Friday. Saturday and Sunday and credit union holidays and the day after holidays will be considered one (1) day.

### **6. Your Right to Receive Documentation of Transfers**

- a. DEBIT CARD: you will receive a receipt, subject to verification, at the time you make any transfer to or from your account(s) using one of the automated terminals.
- b. PERIODIC STATEMENTS: You will receive a statement on your checking or savings accounts monthly for any statement period in which the account(s) has activity, or at least quarterly for account(s) with no activity.

### **7. 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 in accordance with the agreed terms and conditions applicable to such transfers when you have properly instructed us to do so, we will be liable for your losses or damages which you prove are directly caused by our action or failure to act. However, there are exceptions to our liability. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have sufficient available funds in your account to make the transfer;
- b. If we are legally restricted from transferring funds to or from your account;
- c. If the automated terminal where you are making the transfer does not have enough cash to allow you to make a withdrawal;

- d. If the automated terminal and/or the system was not working properly and you had knowledge of it when you tried to make the transfer; or
- e. If the circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions to our liability

## **8. DISCLOSURE OF INFORMATION TO THIRD PARTIES CONCERNING YOUR ACCOUNT**

We will disclose information to third parties about your account or the transfer you make:

- a. Where it is necessary for completing transfers to or from your account or resolving errors relating to your account or transfers you make;
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau, credit rating system or a merchant;
- c. In order to comply with laws and regulations and with subpoenas or orders of courts, or government agencies; or
- d. If you give us your written permission.

## **9. IN CASE OF ERRORS IN YOUR STATEMENT OR QUESTIONS CONCERNING YOUR ACCOUNT**

Telephone us toll free at **1-800-762-7419** or write to:

REGIONAL Federal Credit Union  
Attn: Electronic Funds Department  
7144 Kennedy Ave.  
Hammond, IN 46323

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 issued to you. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. When you call or write us in that regard, you should:

- a. Tell us your name, account number, address and telephone number;
- b. 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; and
- c. Tell us the dollar amount of the suspected error and the date of the transaction as shown on your statement.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days (20 business days on transfers initiated outside the United States). We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will recredit your account within 5 business days (20 business days

on transfers initiated outside the United States) 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 10 business days, we may not recredit your account.

If we decide that there was no error, 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.

#### **10. RECOVERY**

You agree that the credit union is entitled to recover any money owed by you as a result of your use of DEBIT CARD services, and you agree to repay any withdrawals which create an overdrawn balance on any of your designated account(s). The credit union has a security interest in all shares, future shares and deposits to any money you owe. If any legal action is required to enforce any provision of this Disclosure Statement for Electronic Funds Transfers or to recover any money owed by you, you agree to pay all costs, including attorney's fees.

#### **11. CHARGES**

By application for a DEBIT CARD and upon approval of your application for a DEBIT CARD by us, you agree to pay those charges associated with this service. You agree to pay charges for the following:

- a. Charges for overdrafts and transfers which may occur to your account
- b. Fees for the return of items that we deposited to your account
- c. Fees for replacement of a lost or stolen and replacement of your Personal Identification Number (PIN)
- d. \$0.75 for each withdrawal you make using your DEBIT CARD

You hereby agree to authorize the credit union to debit any of your accounts to cover any or all of the above charges.

#### **12. CARD TO BE VALIDATED**

You may not use the enclosed DEBIT CARD to transfer funds into or out of your account until your DEBIT CARD has been validated. Your DEBIT CARD will be validated upon receipt of your Personal Identification Number.

#### **13. CAPTURED CARD**

Any DEBIT CARD that is captured by an automated terminal will not be available to you until captured card is returned to the credit union.

#### **14. OTHER TERMS AND CONDITIONS**

Your account(s) may also be governed by other terms and conditions previously set by us. If any of those terms and conditions conflict with the terms and conditions of this Disclosure Statement for Electronic Funds Transfers, this Disclosure Statement for Electronic Funds Transfers will prevail.