

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

For this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us” and “our” mean Members Trust of the Southwest Federal Credit Union (MTFCU).

This agreement/disclosure informs you of your rights, obligations and liabilities concerning Electronic Funds Transfer services you currently use or may use in the future. This agreement/disclosure also advises you of your rights and liabilities in case of errors, discrepancies or questions concerning electronic funds transfers.

You should keep this agreement/disclosure for future reference.

Electronic Funds Transfers are electronically initiated transfers of money through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit your deposit account at MTFCU. Electronic Funds Transfers include, but are not limited to:

- Point-of Sale (POS) transfers,
- Automated Teller Machines (ATM) transfers,
- Direct Deposits or withdrawal of funds,
- Transfers initiated by telephone,
- Transfers resulting from debit card transactions (whether or not initiated through an electronic terminal).
- A check, draft or similar paper instrument is used as a source of information to initiate a one-time electronic fund transfer.

### **TIMING OF DISCLOSURE:**

The Electronic Funds Transfer Agreement/Disclosure is included in the Credit Union’s Membership and Account Agreement disclosure that is given at the time credit union membership is established, an abbreviated error resolution notice is included in the regularly scheduled periodic statement.

### **TRANSFER TYPES**

Transfers may be accessed through, but not limited to various methods such as Point-of-Sale, NETBranch, ATM, Bill-Pay On Line, PRIVATE\*LINE, internet, computer or telephone. Some of these services may not be available at all terminals.

- Withdraw cash from your checking and or savings account.
- Transfer funds between your checking and savings accounts whenever your request.
- Get checking and or savings account balance information.
- Obtain information on paid checks and other transactions.
- Make your loan payment from either checking or savings account.
- Pay for purchases at places that have agreed to accept your card.
- Pay bills directly from your checking account in the amounts and on the days you request.

- Issue a check payable to yourself via PRIVATE\*LINE.
- Electronic check conversion; you may authorize a merchant or service provider to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

**UNAUTHORIZED TRANSFERS, CONSUMER LIABILITY:**

**Contact us at once** if you believe your card and/or PIN (Personal Identification Number) has been lost or stolen or if you believe there has been an unauthorized transfer to or from your account. If you notify us within two business days after learning of the loss or theft of the card, your liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to the credit union.

If you fail to notify us within two business day after learning of the loss or theft of your card, your liability shall not exceed the lesser of \$500 or the sum of (1) \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less and (2) the amount of unauthorized transfers that occur after the close of two business days and before notice to the credit union, provided we establish that the transfers would not have occurred had you notified the credit union within that two-day period.

You must report an unauthorized electronic fund transfer that appears on your periodic statement within 60 days of the credit union's transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the credit union establishes would not have occurred had you notified us within the 60-day period.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem occurred.

- Tell us you name and account number.
- Describe the error or transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may request that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred 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 question. If we decide to do this, we will credit you account within 10 business 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 the 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 credit your account.

For an error involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

**EXTENSION OF TIME LIMITS**

If extenuating circumstances such as a hospital stay or long trip prevent you from notifying us of an unauthorized electronic fund transfer, the time periods specified above will be extended to a reasonable time.

**CONTACT INFORMATION**

If you believe, an unauthorized electronic transfer transaction has occurred on your account or your card and or PIN has been lost or stolen, or you have questions about an electronic transfer transaction, or an error on your statement or receipt, call the credit union at:

1.800.683.6455  
713.681.0339 (Houston)  
254.968.8543 (Stephenville)  
405.235.8543 (Oklahoma City)

If you believe an unauthorized electronic transfer transaction has occurred on your account or your card, or your PIN has been lost or stolen, or you have questions about an electronic transfer transaction, or an error on your statement or receipt, write to Members Trust of the Southwest Federal Credit Union, Attn. Member Services at:

2315 Mangum Road  
Houston TX 77092  
or  
2311 Northwest Loop  
Stephenville, TX 76401  
or  
1204 South Agnew  
Oklahoma City, TX 73108

Business hours:

Houston	Mon. – Thurs. 7:30AM – 5:00 PM	Fri. 7:30 AM – 6:00 PM
Stephenville	Mon. – Thurs. 7:30 AM – 5:00 PM	Fri. 7:30 AM – 6:00 PM
Oklahoma City	Mon. – Thurs. 8:30 AM – 5:00 PM	Fri. 8:30 AM – 6:00 PM

Does not include Holidays.

If you believe, an unauthorized electronic transfer transaction has occurred on your account or your card and or PIN has been lost or stolen or you have questions about an electronic transfer transaction or an error on your statement, contact us at our website: [www.mtfcu.coop](http://www.mtfcu.coop).

To report a lost or stolen VISA check card after business hours, call: 800.791.2525

To report a lost or stolen MasterCard credit card after business hours, call: 800.442.4757

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write to us at the telephone numbers and address listed in the CONTACT INFORMATION section of this agreement/brochure as soon as you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- 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 with 10 business days.

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 (90 days if the transfer involved a point-of-sale transaction foreign-initiated transfer, or new account) to investigate your complaint or question. If we decide to do this, we will 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 ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

### **CHANGES IN THE ERROR RESOLUTION NOTICE**

For change in terms of the error resolution notice that would result in:

- Increased fees to the member,
- Increased liability for the member,
- Fewer types of available electronic fund transfers or
- Stricter limitation on the frequency or dollar amount of transfers;

the credit union shall mail or deliver a written/electronic notice to the membership at least 21 days before the effective date of any change in a term or condition required to be disclosed.

### **DEBIT CARD/ATM TRANSACTION LIMITS**

Your ability to withdraw funds via the VISA check card or ATM card is subject to the available balance of your account and the following limits:

- You may not exceed \$2,500.00 in point-of-sale transactions per business day.
- You may not exceed \$505.00 in cash withdrawals from an ATM (automated teller machine) per business day.

**PREAUTHORIZED CREDITS:**

You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

**PREAUTHORIZED PAYMENTS:**

You may make arrangements for certain recurring bills from checking or savings account(s).

**GENERAL LIMITATIONS**

Legal limitations restrict the number of transfers your savings or money market account to another account or third parties by pre-authorized, automatic, computer or telephone transfer are limited to six transactions per month, to which no more than three transfers by check, debit card or similar order to third parties. If you exceed the transfer limitations set forth above in any month, your account will be subject to fees and or closure.

**PERSONAL IDENTIFICATION NUMBER (PIN)**

The VISA Check Card PIN, the ATM Card PIN, Credit Card PIN, NETBranch PIN, Bill Pay On-Line PIN, PRIVATE\*LINE PIN is issued to identify you as an authorized user of the card or service. You agree to notify us immediately if the card is lost or stolen or if the secrecy of your PIN is compromised. Your PIN is confidential and you agree not to reveal your PIN to any person, or third parties, or recorded on the card. You are responsible for safe keeping your PIN(s).

**STOP PAYMENT**

If you have told us in advance to make automatic recurring payments out of your account, you can stop any of these payments by calling or writing to us at the numbers and addresses listed under CONTACT INFORMATION in this agreement/disclosure. You must call or write to us in time for us to receive your stop payment request at least 3 or more business days before the scheduled payment is to be made. If you call, we will require that you confirm your request in writing and deliver it to the credit union within 14 days after you call.

You will be charged the normal stop payment fee for each stop payment request, see the current Fee Schedule.

**CREDIT UNION LIABILITY FOR FAILURE TO STOP PAYMENT OF A PRE-AUTHORIZED TRANSFER**

If we do not complete a transfer to or from your account on time or in the correct amount according 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer. In accordance with our Funds Availability Policy, money may not be immediately available for use from a check you may have deposited.
- If you have Overdraft Protection, and the transfer is greater than the amount available needed to complete the transfer.
- If you have Overdraft Privilege, and the transfer is greater than the amount available needed to complete the transfer.
- If the ATM (automated teller machine) where you are making the transfer does not have enough cash or is not working properly.

- If the merchant terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If your card or PIN is not working properly.
- If our computer system is unavailable at the time you wish to make the transfer.
- By reason of excessive activity on your account or otherwise, we have a reasonable basis for acting to protect the security of your account.
- If your card is lost or stolen.
- If funds are frozen due to, a levy or other court orders that restricts the transfer.
- If we do not receive the necessary transfer data from a third party; information necessary for us to complete the transaction that is inaccurate or incomplete.
- If circumstances beyond our control (such fire, flood, acts of nature) prevent the transfer, despite reasonable precautions that have taken.
- This agreement has been terminated by either you or us.
- There may be other exceptions stated in our agreement with you.

### **PERIODIC STATEMENT**

For checking and money market accounts, you will receive a monthly statement from us documenting all account activity during that statement cycle. If an electronic fund transfer occurs on your savings account you will receive a statement documenting all account activity during that statement cycle, otherwise you will receive a quarterly statement. You may choose to receive a written statement mailed to the address indicated on our system or an electronic statement sent to the email address indicated on our system.

### **FEES**

See current fee schedule for applicable charges.

### **DOCUMENTATION OF TRANSFERS**

- You can get a receipt at the time you make any transfer to or from your account using an ATM (automated teller machine) or POS (point-of-sale) terminals.
- Telephone confirmation calling PRIVATE\*LINE (24-hour account access) at 1.800.315.0553. You will need your account number and PIN to access your account.
- Periodic statements will document the date, amount and description of each transfer.
- You may access your account via a computer at the credit union's web site [www.mtfcu.coop](http://www.mtfcu.coop) then click on NETBranch for online account access. You will need your account number and PIN to access your account.

### **CONFIDENTIALITY**

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

- When it is necessary for completing transfers.
- In order to verify the existence and condition of your account.
- For a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us written permission.

## **SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE**

- Have your card ready to use when you reach the ATM.
- Do not lend your card to anyone.
- Remember; do not leave your card at the ATM.
- Do not accept assistance from anyone you do not know when using the ATM.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Do not tell anyone your PIN. Do not give anyone information regarding your ATM card, or any other type of card you have, or PIN over the telephone or internet. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Do not write your PIN on the card or where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
- If you are not familiar with how to use an ATM, use machines close to or inside a financial institution or business until you become comfortable with using your card and can conduct your usage quickly and accurately.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car or nearby as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well lighted. If the lights are out at an ATM location, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during times when few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your door.
- At a drive-up facility, make sure all the doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert.
- Do not display your cash nor count your cash at the ATM. Check that you received the right amount later in a secure place, and then reconcile it with your receipt.
- Keep your receipts and verify transactions on your account statement.
- Report all crimes immediately to the operator of the ATM and/or to local law enforcement officials.

## **ENFORCEMENT**

In the event either party brings a legal action to enforce this agreement/disclosure or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

## **AMMENDMENT**

Amendments to this agreement/disclosure may be provided from time to time in accordance with applicable laws, without restatement of the terms.