

Electronic Fund Transfers Agreement and Disclosures

AGREEMENT

- 1. Issuance of Card or Selection of Personal Identification Number.** In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “Party” refer to (i) any person to whom a Randolph-Brooks Federal Credit Union Freedom Debit Card (“Card”) is issued, (ii) any person who selected a Personal Identification Number (“PIN”) in connection with any such Card or other electronic fund transfer service, (iii) any person authorized to use or given access to use to any such Card or PIN, and (iv) any owner on any Credit Union Account which may be accessed by the Card. The words “we,” “us,” “our,” “RBFCU,” and “Credit Union” mean Randolph-Brooks Federal Credit Union. **You agree that any use of the Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, which is incorporated into this Agreement by reference.** If the terms of this Agreement conflict with the terms of the Membership and Account Agreement, the terms of this Agreement will control.
- 2. Overdrafts.** You agree that you will not use the Card to withdraw or transfer funds from your account in amounts exceeding the Available Balance in your account at the time of any such transfer. You agree that we will be under no obligation to authorize a withdrawal or transfer if the amount of the withdraw or transfer exceeds the Available Balance in your account. Checks and debits are presented against your Checking Account in order of arrival sequence throughout the day. If you have applied and been approved for overdraft practices or overdraft protection plans with us, you agree that your use of the Card shall be subject to the “Overdraft and Overdraft Protection” section of the Agreement, as well as the “Overdraft Protection – What You Need to Know About Overdraft Protection” section in the Disclosures and Schedules. See those sections for additional details.
- 3. Card and PIN Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any unauthorized third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by unauthorized third parties. You agree that the use of the Card or PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your Accounts that may be accessed by the Card, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.
- 4. Surrender, Cancellation, and Amendment.** You agree that the Card shall at all times remain our property and to surrender your Card to us upon demand. **You agree that we may terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law.** You also agree that we may add to, change, or delete the terms of this Agreement from time to time, subject to such notification as may be required by applicable law.
- 5. Freedom Debit Card Preauthorization Holds.** When you use your Card at certain merchants, such as restaurants or nightclubs, the merchant may request a preauthorization hold from us to cover the final transaction amount. The preauthorization hold may be in a greater amount than the actual purchase amount and may be placed on your account for up to three days. These preauthorization holds affect (reduce) the availability of funds in your account, including without limitation, to pay for checks drawn on your account, debits and Freedom Debit Card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. You cannot access funds that are subject to a preauthorization hold—they are not available funds. Preauthorization holds may remain on your account for up to three days after the transaction, even after the transaction has been posted to your account. Alternatively, the pending transaction may be posted to your account after the preauthorization hold has been released. You must ensure that, at all times, sufficient funds are available (including to cover any preauthorization holds placed on the account) and remain in your account to pay for your Freedom Debit Card transactions. An authorization is not an indication or a guarantee that a purchase will not result in additional fees being charged to or debited from your account when the transaction is posted to your account. For example, if a preauthorization occurs, and subsequent transactions are posted to your account before the pending transaction (that was the subject of the preauthorization) is posted, causing the account’s Available Balance to fall below \$0, a fee will be assessed when the pending transaction does post to the Account (and fees may also be assessed for the additional intervening transaction(s) to the extent they resulted in a negative Available Balance at the time they posted to the account). You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or other transactions because of a preauthorization hold placed on your account funds.

DISCLOSURES

- 1. Transfer Types.** The following electronic fund transfer services are available:

Freedom Debit Card

Account Access – You may use your Freedom Debit Card and PIN to:

- Withdraw cash from your Savings and Checking Accounts.
- Transfer funds between your Savings and Checking Accounts.
- Check the balance in your Checking and Savings Accounts.
- Make a loan payment.
- Pay for purchases at places that have agreed to accept the Card.

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

Daily Limitations – You may withdraw up to \$500 in the aggregate of your Available Balance per day at ATMs and up to \$5,000 in the aggregate of your Available Balance per day for consumer debit card transactions, for a 24 hour period that runs from midnight to midnight.

HAL – Automated Account Access System

Account Access – You may use your personalized passcode to:

- Transfer funds between your Savings, Checking, and Money Market Accounts and to other Credit Union member accounts on which you are an owner.
- Obtain your recent Account history and balance information for your Savings, Checking, and Money Market Accounts.
- Make payments from your Savings or Checking Account to your loan accounts with us.

RBFCU Online Banking, Bill Pay Service, RBFCU Mobile and Mobile Deposit

Account Access - You may use your Online Banking Account to:

- Transfer funds between Credit Union Accounts.
- Obtain your recent Account history and balance information for any account you are an owner.

- Make payments on loans from your Checking, Savings and Money Market Accounts.
- Make bill payments to approved merchants and other approved parties from your Checking Account.
- Make deposits to your account, if qualified, via Mobile Deposit.

Your contractual arrangement for Online Banking, Bill Pay Service, RBFCU Mobile and Mobile Deposit may provide for additional terms, conditions, disclosures, and limitations.

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Savings or Checking Accounts or to pay certain recurring bills from your Savings or Checking Accounts.

Electronic Check Conversion

If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for purchases or to pay bills. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

Note: When these items clear they may not appear in the section of the statement reserved for checks cleared, but may appear in the debit section of your statement.

2. **Additional Transfer Limitations for Savings and Money Market Accounts.** Under government regulations (Regulation D) which apply to your Savings and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of transfers and withdrawals from your Savings or Money Market Account per calendar month to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, or a telephonic agreement, order, or instruction (including transfers using the HAL or Online Banking services). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from your Accounts to make payments on other loan accounts with us are counted against this transaction limitation. Regulation D only applies to Money Market Accounts.
3. **Fees.** Please refer to our Fee Schedule for fees and charges that apply in connection with your use of our electronic fund transfers services. In addition, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or ATM network used. The ATM operator or network may charge you a fee for a balance inquiry even if you do not complete a transaction.
4. **Business Days.** Our business days are Monday through Friday, excluding federal holidays.
5. **Processing Days.** Our processing days are Monday through Sunday, 365 days a year.
6. **Documentation.**
 - (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM.
 - (b) **Periodic Statements.** You will receive a monthly Account statement for active Checking and Savings Accounts.
 - (c) **Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can contact us via the telephone number listed in this disclosure or via our online channels.
7. **Preauthorized Payments.**
 - (a) **Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** RBFCU cannot cancel an agreement you have with a third party or revoke the authorization that you have provided a third party for recurring automatic transfers from your account(s). If you have arranged in advance to make regular payments from your Account, you can stop any of these payments.

A stop payment order, a renewal of an order, or a revocation/cancellation of any such order shall not be effective unless delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it.

Contact us via the telephone number listed in this disclosure or via our online channels in time for us to receive your request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.

Stop payment request(s) on one-time Electronic Funds Transfers (EFT) will remain in effect until the earlier of: a) The return of the specified EFT transaction; b) a request to withdrawal/revoke/cancel the stop payment order by you or another authorized account holder.

Stop payment request(s) on a recurring EFT will remain in effect until the earlier of: a) the return of all such entries relating to a specific authorization involving the specified payee or indefinitely, b) a request to withdrawal/revoke/cancel the stop payment order by you or another authorized account holder.
 - (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be.
 - (c) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
8. **Contact in Event of Unauthorized Transfer.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, please contact the following numbers:
1-800-580-3300 (Toll Free)
or
PO Box 2097
Universal City, TX 78148
9. **Confidentiality.** We will disclose information to third parties about your Account or transfers you make:
 - (a) Where it is necessary for completing transfers, or
 - (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
 - (c) In order to comply with government agency or court orders, or
 - (d) If you give us your written permission.
10. **Liability for Unauthorized Use on Consumer Accounts.** Tell us immediately if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contact us via the telephone number listed in this disclosure or via our online channels to mitigate any potential losses.

- (a) **For All Transactions Conducted with Your Freedom Debit Card.** If you believe your Card or PIN has been lost or stolen you must report this loss or theft within two business days of learning of the loss. You will not be liable once you notify us that your Card or PIN has been or may be used without your permission. This zero liability limitation does not apply unless (i) you have exercised reasonable care in safeguarding the card from risk of loss or theft, and (ii) you have, upon becoming aware of the loss or theft, promptly reported the loss or theft to us. If you do not meet these conditions and you are a consumer cardholder, you could be held liable for the charges.
- (b) If you notify us within 60 days of receiving the statement with the fraudulent activity, but failed to notify us within the first two days of the loss of your card or PIN, you could lose as much as \$500.
- (c) Also, if your statement shows transfers that you did not make, including those made by Card or other means, notify us promptly. Failure to notify us within 60 days of RBFCU's transmittal of the statement will result in full liability for subsequent transfers.
11. **Credit Union's Liability.** 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 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.
 - If the terminal or system where you are making the transfer does not have enough cash.
 - If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If the funds in your Account are subject to an administrative hold, legal process, or other claim.
 - If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
 - If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
 - There may be other exceptions stated in our agreements with you.
12. **In Case of Errors or Questions about Your Electronic Transfers on Your Consumer Account.** Contact us via the telephone number listed in this disclosure or via our online channels 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. 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 verbally, we may require that you send us your complaint or question in writing within ten business days.
- We will determine whether an error occurred within ten 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 provisionally credit your Account within ten business 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 our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.
- For errors 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 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 that we used in our investigation. If we provisionally credited your account and determined that no error occurred, we will debit your account no sooner than 5 business days after completing our investigation.
13. **Freedom Debit Card Currency Conversion.** If you conduct an international transaction with your Freedom Debit Card, MasterCard Worldwide will convert the charge into a U.S. dollar amount. MasterCard Worldwide will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard Worldwide to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard Worldwide for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account.
14. **Illegal Transactions.** You agree that you will not cause or allow your Card to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card for a transaction that is determined to be illegal, you will be liable for the transaction. You waive any right to take legal action against the Credit Union for your illegal use of your Card and agree to indemnify and hold harmless the Credit Union and MasterCard Worldwide, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
15. **ATM Safety Precautions.** Exercise discretion when using an ATM. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Retain your receipts, and do not leave them at the ATM. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted before using the facility. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.
16. **Cardholder Responsibility.** It is the responsibility of the cardholder to update card information with any third party or bill payment service upon receiving a reissued or replacement card. In some instances, the Credit Union may update card information to any participating third party or bill payment service provider that the cardholder may have previously authorized.