

# Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure ("Agreement") provides the terms and conditions that govern electronic fund transfers for personal accounts opened at Randolph-Brooks Federal Credit Union ("RBFCU", "us", "we", "our", or "Credit Union"). Electronic fund transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account Card for electronic fund transfer ("EFT") services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, **as well as the terms of your Membership and Account Agreement** and any other agreements that may govern your accounts. If the terms of this Agreement conflict with the terms of the Membership and Account Agreement, the terms of this Agreement will control.

## **DEFINITIONS**

In this Agreement, several words are used repeatedly, and have the following meanings:

1. "Account" or "accounts" will mean each of your personal Checking or Savings Accounts which you have arranged with us to access with your Card or by any other electronic method.
2. "ACH" will mean funds transferred electronically through the Automated Clearing House (ACH) network.
3. "ATM" will mean automated teller machine or banking machine.
4. "ATM operator" will mean any person or entity that operates an ATM at which a consumer initiates an electronic fund transfer or a balance inquiry, and that does not hold the account to or from which the transfer is made, or about which an inquiry is made.
5. "ATM transaction" will mean a transaction conducted through an automated teller machine or banking machine.
6. "Business Day(s)" mean every day except Saturdays, Sundays and federal holidays.
7. "Card" will include RBFCU Freedom Debit Card unless otherwise specified.
8. "Checking Accounts" will include interest-bearing and non-interest bearing personal Checking Accounts.
9. "Checks" will include negotiable orders of withdrawal.
10. "Consumer" will mean a natural person.
11. "Debit Card" will mean a RBFCU Freedom Debit Card.
12. "Electronic Check Conversion" will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
13. "Non-PIN purchase" or "Non-PIN transaction" will mean a purchase or transaction made by use of a Debit Card without the use of a PIN.
14. "PIN" will mean your confidential personal identification number or other confidential code assigned to you by RBFCU or selected by you for identification purposes in connection with the use of your Card or with other electronic banking transactions.
15. "PIN purchase" or "PIN transaction" will mean a purchase or transaction made by use of a Card and a PIN.
16. "Savings Accounts" will include Savings and Money Market Accounts.
17. "Transaction" will mean any consumer banking transaction, including a deposit, withdrawal, transfer or purchase, that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a debit or credit to your account.

**1. TYPES OF ELECTRONIC FUNDS TRANSFER SERVICES.** The following describes the electronic fund transfer (EFT) services that are available and some limitations may apply:

**A. Automated Teller Machine (ATM).** You may access your account using your Freedom Debit Card and Debit Card PIN to:

1. Deposit or withdraw cash from your Savings, Checking, and Money Market Accounts.
2. Transfer funds between accounts within RBFCU.
3. Make payments from your Savings or Checking Accounts to your loan accounts with us.
4. Obtain balance information on your Savings, Checking, and Money Market Accounts.

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

**Daily ATM Withdraw Limitations** – You may withdraw up to \$1,000 in aggregate of your Available Balance per day at ATMs for a 24-hour period that runs from midnight to midnight.

*Daily withdrawal limitations may vary depending on electronic terminal device.*

**B. Freedom Debit Card Transactions.** You may use your consumer Debit Card to:

1. Deposit or withdraw cash from your Savings, Checking, and Money Market Accounts.
2. Purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment.

**Daily Freedom Debit Card Purchase Limitations** – You may use your debit card for purchases of \$5,000 in aggregate of your Available Balance per day for a 24-hour period that runs from midnight to midnight.

**C. Telephone Banking: HAL – Automated Account Access Telephone System.** You may access your account using your personalized passcode to:

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

**D. RBFCU Online/Mobile Banking, RBFCU Bill Pay<sup>®</sup>, and Other EFT Services.** You may access your account using your Online Banking personalized passcode to:

1. Transfer funds between accounts within RBFCU.
2. Make payments from your Savings, Checking, and Money Market Accounts to your loan accounts with us.
3. Obtain your recent Account history and balance information for any account you are an owner.
4. Make mobile deposits to your Savings, Checking, and Money Market Accounts.
5. Make bill payments to approved merchants and other approved parties from your Checking Account.

Your contractual arrangement for these other services may provide for additional terms, conditions, disclosures, and limitations. Please refer to each disclosure for full details.

- [RBFCU Online Banking User Agreement & RBFCU Mobile Deposit<sup>®</sup> Disclosure and Agreement](#)
- [RBFCU Bill Pay<sup>®</sup> Terms of Service](#)

**E. 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.

**F. 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 LIMITATIONS FOR MONEY MARKET ACCOUNTS AND CERTIFICATES.

**A. Money Market Accounts.** Money Market Accounts are limited to six (6) withdrawals and outgoing transfers per month. Transactions subject to this limitation include withdrawals and/or outgoing transfers completed in-person, over the phone, electronically, or preauthorized. Transactions that exceed the maximum number permitted will be subject to an Excessive Transaction Fee in accordance with the Truth in Savings Fee Schedule.

If a transaction, payment or transfer presented electronically or over the phone to an external beneficiary or merchant causes your Available Balance to fall below the minimum requirement of \$2500, the transaction will be rejected, returned unpaid, and subject to an Insufficient Funds Fee.

**B. Certificate Accounts.** Certificate Accounts are subject to an early withdrawal penalty. Please refer to the Certificate Issuance Disclosures received at account opening for more information. Transaction limits as well as corresponding fees and penalties are enforced and charged, respectively, at our discretion, which means we may make exceptions. However, in the event we waive transaction limits, fees, or penalties, we do not waive the right to enforce the limitation or charge the fee or penalty for future transactions.

**3. YOUR RIGHTS AND LIABILITY.** Tell us AT ONCE if you believe your Card and/or Personal Identification Number ("PIN") has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contact us via the telephone number listed in this disclosure or via Online Banking to mitigate any potential losses. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission. You will not be liable for subsequent unauthorized transfers after notification.

If you do NOT tell us within the first two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN 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, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as an extended trip or hospitalization) kept you from telling us, we may extend the time periods at our discretion.

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. If you give your Card or PIN to someone else, you are responsible for all transfers or purchases that that person makes with your Card or via the service that he or she accesses, even if that person uses the Card or PIN in a way that you did not anticipate or intend. 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. 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 us via calling or writing using the contact number(s) or addresses listed at the end of this Agreement and Disclosure.

## 5. FEES.

**A. ATM Fees.** Please refer to our Truth in Savings 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.

**B. Merchant Preauthorization Holds.** When you use your Card at certain merchants, (i.e., hotels, gas stations, or restaurants), 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 (3) days. These preauthorization holds affect (reduce) your Account's Available Balance, which includes, without limitation, payment 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 (3) 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.

**C. Freedom Debit Card Currency Conversion.** If you conduct an international transaction with your Freedom Debit Card, Mastercard® will convert the charge into a U.S. dollar amount. Currently, the currency conversion rate used by Mastercard 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 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. RBFCU does not charge any fees for foreign currency Debit Card transactions.

## 6. CARD HOLDER RESPONSIBILITIES.

**A. Card Information.** 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.

**B. 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 from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**C. 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.

**D. 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.

## 7. 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. For other active Accounts, you will receive at minimum a quarterly statement. An EFT transaction on a Savings or Money Market Account will cause a monthly statement to be generated.
- 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 Online Banking to find out whether or not the deposit has been made.

## 8. STOP PAYMENT.

- A. Right to Stop Payment and Procedure for Doing So.** A stop payment request for an Electronic Fund Transfer processed as an ACH will remain in effect until the earlier of: a) the request to revoke or cancel the stop payment order by you or another authorized account holder; b) the return of the specified transaction of the one-time stop payment requests; c) the return of all such entries relating to a specific authorization involving the specified payee or indefinitely for a recurring stop payment request. While our best efforts will be made, we will not be responsible for ACHs presented for payment on the date the stop payment was received. In the event the ACH pays against the account, you have the option to dispute the transaction directly with the merchant or to complete a written request to dispute the ACH in accordance with RBFCU procedures. You will be charged for each stop payment order as set forth in our Truth in Savings Fee Schedule. **Please refer to your Membership and Account Agreement for additional information.**
- B. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments in accordance with the terms and conditions of your Account, and we do not do so, we will be liable for your losses or damages.
- C. Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be.

## 9. 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 may be liable for your losses or damages, subject to some exceptions. We will not be liable, for instance, if: (i) through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) the transfer would go over the credit limit on your overdraft line; (iii) the automated teller machine where you are making the transfer does not have enough cash and the ATM or system was not working properly; (iv) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (v) the funds in your Account are subject to an administrative hold, legal process, or other claim; (vi) the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent; or (vii) 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.

## 10. CONFIDENTIALITY.

We will disclose information to third parties about your Account or transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission.

**11. ERROR RESOLUTION NOTICE.** In case of errors or questions about your electronic transfers, telephone, write to, or email us at any of the phone numbers or addresses listed in this Agreement 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.

**A.** Tell us your name and Account 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.

**C.** 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 within ten (10) Business Days. We will determine whether an error occurred within ten (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 provisionally credit your Account within ten (10) 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 (10) 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 (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 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 five (5) Business Days after completing our investigation.

**12. CONTACT NUMBER AND ADDRESSES.** Whenever possible, please contact us by telephone or at RBFCU Online Banking to report unauthorized transfers or request stop payments. Contacting us by these methods is the quickest way for us to comply with your requests.

**Telephone Us**

Call 210-945-3300.

**Write Us**

RBFCU

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