



## VISA Check Card & ATM Card Agreement and Electronic Funds Transfer Agreement and Disclosure

This electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Fort McClellan Credit Union (Credit Union). In this Agreement, the words “you” and “yours” mean those who signed the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more share and share draft accounts you have with the Credit Union. “Check Card” or “Card” means Fort McClellan Credit Union Debit and ATM Card and any duplicates and renewals we issue. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. **EFT Services.** If approved, you may conduct any one or more of the EFT Services offered by the Credit Union.
  - A. **Fort McClellan Credit Union Card:** You may use your Card to purchase goods and services from participating merchants. You may use your Card and PIN (Personal Identification Number) in an automated teller machine (ATM) of the Credit Union, PLUS, Allpoint, Exchange and ACCEL ATM Networks and such other machines or facilities the Credit Union may designate. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law, including but not limited to gambling. Funds to cover your Card purchases will be deducted from your share draft account and will be treated as though it were a “share draft” for purpose of the Share Draft Account Agreement, except that: (1) We may charge withdrawals to the account in any order we determine, and if shares are not sufficient to cover all withdrawals, we may pay Check Card withdrawals and dishonor regular share drafts, and (2) we cannot honor stop payment requests on Check Card withdrawals. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. At the present time, you may also use your card to:
    - Withdraw funds from your share, share draft accounts.
    - Transfer funds from your share and share drafts accounts.
    - Make deposits to your share and share draft accounts.
    - Make POS (Point of Sale) transactions with your Card and PIN to purchase goods and services at merchants that accept VISA.
    - Obtain balance information to your share and share draft accounts.
    - Order goods and services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of the Credit Union Check Card transactions may apply:

- You may purchase up to a maximum of \$999.00 in transactions per day.
- Purchase amounts are limited to the amount in your account.
- You may withdraw up to a maximum of \$999.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of cash withdrawals you may make in any one day.
- You may transfer up to the available balance in your accounts at the time of transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union’s Funds Availability Policy to determine the availability of funds deposited at ATMS.

- B. **Preauthorized EFTs:**
  - Direct Deposit: Upon instruction of (1) your employer, or (2) the Treasury Department or, (3) other financial institutions, the Credit Union will accept direct deposit of your paycheck or federal recurring payments, such as Social Security to your share or share draft account.
  - Preauthorized Debits: Upon instructions, we will pay certain recurring transactions from your share draft account.
  - See Section 2 for transfer limitations that may apply to these transactions.
2. **Transfer Limitations**
  - For Share Accounts, no more than six (6) preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.
3. **Conditions of EFT Services**
  - A. **Ownership of Cards:** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
  - B. **Honoring the Card:** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card nor any other device we supply 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:** VISA - Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion 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.
  - D. **Security of Access Code:** You may use one or more access codes with your electronic funds transfer. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the 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 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 share draft 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 owner to make any transaction 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.
- 4. Fees and Charges.** There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM that is not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.
- A. ATM Card Fees:** \$1.00 charge per transaction for information about account balances, withdrawals, and transfer of funds on share and share draft accounts at ATMs we do not own or operate.
- B. Check Card Fees:**
- Replacement card fee of \$25.00. Same fee for more than two (2) cards on new service.
  - Returned mail processing fee of \$6.25.
  - Document copy retrieval fee of \$5.00 per document.
  - \$1.00 charge per transaction for information about account balances, withdrawals, and transfer of funds on share and share draft accounts at ATMs we do not own or operate.
  - \$5.00 PIN replacement fee.
- C. Preauthorized EFT Fees:**
- Non-sufficient funds fee of \$30.00.
  - Stop Payment Fee of \$25.00.
  - Account research \$20.00 per hour (1 hour minimum)
  - Document copy retrieval of \$5.00 per document.
- 5. Member Liability.** You are responsible for 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 transactions they authorize or conduct on any of your accounts. However, tell us immediately 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction is made with your VISA check card without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were negligent in handling your account. For all other EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows: **TO REPORT A LOST OR STOLEN CARD OR UNAUTHORIZED TRANSACTION(S): CALL 1-800-847-2911.** If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from notifying us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: **1-800-847-2911 or 256-237-2113 (during office hours) Fax 256-237-8402 or mailing address: Fort McClellan Credit Union, P.O. Box 5250, Fort McClellan, Alabama 36205.**
- 6. Right to Receive Documentation**
- A. Periodic Statements:** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, or preauthorized EFT will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- B. Terminal Receipt:** You will get a receipt at the time you make any transaction (except inquires) involving your account using an ATM, POS terminal or debit card transaction with a participating merchant. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.
- C. 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 calling: 256-237-2113. This does not apply to transactions occurring outside the United States.
- 7. Account Information Disclosure:** We will disclose information to third parties about your account or the transfers you make: as necessary to complete transfers, to verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant, to comply with government agency court orders, or if you give us your written permission.
- 8. Business Days:** Our business days are Monday through Friday, excluding holidays.
- 9. Credit Union 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 according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
- A. Liability for Direct or Consequential Damages:**
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request, for which such loan is not available for this service.
  - If you used your Card or access code in an incorrect manner.
  - If the ATM where you are making the transfer does not have enough cash.
  - If the ATM was not working properly and you knew about the problem when you started the transaction.
  - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
  - If the money in your account is subject to legal process or other claim.
  - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - If the error was caused by a system of any participating ATM networks.



- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
  - If you have bill payment services, we can only confirm the amount, the participating merchant, and date of bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
  - Any other exceptions as established by the Credit Union.
- B. Stop Payment Rights:** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe to others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.
- C. Liability for Failure to Stop Payment of Preauthorized Transfers:** If you order us to stop payment of a preauthorized transfer three (3) business days of more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- 10. 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 condition upon which this service is offered. We will mail notice to you at least twenty one (21) day 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.
- 11. Billing Errors:** In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone or write us at the telephone number and address listed in this agreement. We must hear from you not later than sixty (60) days after we sent the FIRST statement on which the problem appears. Tell us the following information: your name and account number, description of the electronic transfer you are unsure about (clearly explaining why you believe the credit union has made error or why you need more information), and 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 notify you of the results of our investigation 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 forty five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account on a provisional basis within ten (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 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. 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 were used during our investigation. \* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days. \*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transactions or notice of an error involving a transaction initiated outside the United States, we will have ninety (90) days instead of forty five (45) days to investigate. \*If the error you assert is an unauthorized VISA check Card transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances of your account history warrant a delay, in which you will receive credit within ten (10) business days.
- 12. 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 access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that have authority to make bill payment transfers have 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 not accept any 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 the Credit Union terminates this agreement, the termination shall not affect your obligations under this agreement for any EFTs made prior to termination.
- 13. Governing Law:** This agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Alabama and local clearinghouse rules as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 14. Enforcement:** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this agreement. You authorized us to deduct any such loss, cost or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and cost, including fees on any appeal, bankruptcy proceedings, and any post judgement collection actions. **The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATMs) and Night Depository Facilities:**
- Be aware of your surroundings, particularly at night.
  - Consider having someone accompany you when the ATM or night depository is used after dark.
  - 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.
  - Refrain from displaying your cash at the ATM or night depository facility. As soon as your transaction is complete, 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 depository facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice 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. Keep your personal identification number and card confidential.
  - Keep your receipts and verify all transactions against your statement.
  - Report lost or stolen cards immediately to your financial institution.
  - Report all crimes to law enforcement officials immediately.