## RED RIVER FEDERAL CREDIT UNION ELECTRONIC FUNDS TRANSFER DISCLOSURE

The Electronic Fund Transfer Act and Regulation E require Credit Unions to provide certain information to members regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposit to your account and automatic regular payments made from your account to a third party. This disclosure also applies to the use of your ATM Card or ATMA/ISA CHECK CARD at automatic teller machines (ATM's) and any networks described below.

## **TERMS AND CONDITIONS**

The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by the Credit Union which are established primarily for personal, family, or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully.

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Red River Community Credit Union. The terms "you" and "your" refer to the viewer of this disclosure and agreement.

# ELECTRONIC FUND TRANSFER SERVICES PROVIDED SERVICES PROVIDED THROUGH THE USE OF ATM/VISA Check Card

If you have received an electronic fund transfer card ("ATMA/ISA CHECK CARD") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

## **USING YOUR CARD AND PIN**

In order to assist us in maintaining the security of your account and the terminals, the ATM/VISA CHECK CARD remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM/VISA CHECK CARD for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your ATM/VISA CHECK CARD for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM/VISA CHECK CARD may be used with your PIN or as a Credit (POS) transaction, your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your ATM/VISA CHECK CARD is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM/VISA CHECK CARD or to write your PIN on your ATM/VISA CHECK CARD or on any other item kept with your ATM/VISA CHECK CARD. We have the right to refuse a transaction on your account when your ATM/VISA CHECK CARD has been reported lost or stolen or when we reasonably believe there is unusual activity on your account. The security of your account depends upon your maintaining possession of your ATM/VISA CHECK CARD and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

# ATM SERVICES

- You may withdraw cash up to **\$600/day (Not to exceed \$100 when system is down)** from your checking account(s), your money market account(s) and your savings account(s).
- You may transfer funds between your checking and savings accounts and your checking and money market accounts.
   You may check the balance of your checking account(s), your savings account(s) and your money market account(s). There is a charge of \$.25 for each balance inquiry made at ATM's Red River FCU owns and \$1.00 charge for ATM's Red River FCU doesn't own or operate. You may change your PIN at our ATMs or by calling the PIN change line at 877-265-9594.
- Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. The owner of the ATM, if other than RRFCU, may assess a surcharge on some transactions.

## NETWORK

Besides being able to use your ATM/VISA CHECK CARD at our ATM terminals, you may access your accounts through the following networks: CIRRUS, PLUS, and PULSE

## POINT OF SALE TRANSACTIONS

You may use your ATM/VISA CHECK CARD to purchase goods and services from merchants that have arranged to accept your ATM/VISA CHECK CARD as a means of payment (these merchants are referred to as "Participating Merchants"). **The daily limit for POS Transactions are \$2500 not to exceed \$500 when the system is down.** Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM/VISA CHECK CARD, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your Updated 22AUG14

account to be debited for the amount of the purchase. Your card may also be used to obtain cash from your checking account at participating financial institutions.

Each time you use your ATM/VISA CHECK CARD the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM/VISA CHECK CARD transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded.

# SERVICES PROVIDED THROUGH USE OF EZ4040

- You may transfer between your checking and money market accounts.
- You may transfer between your checking and savings accounts.
- You may check the balance of your checking account(s), your savings account(s), and your money market account(s), your loans as well as your CD's & IRAs.
- You may transfer payments to any loan you may have with us.
- You may change your PIN via the telephone.

# PREAUTHORIZED TRANSFER SERVICES

- You may arrange for the preauthorized automatic deposit of funds to:
- Your checking account(s), your savings account(s) and your money market account(s) (Not to exceed 6 transactions per month on savings and money market accounts).
- You may arrange for the preauthorized automatic payment of bills from:
- Your checking account(s).

## SERVICES PROVIDED THROUGH USE OF HOME BANKING

Red River offers its customers a home banking service. This service permits you to perform the following transactions using your home computer:

- Transfer funds between checking and savings accounts.
- Transfer funds from your checking or savings to a loan.
- View current account balance information for your linked RRFCU accounts.
- Review transactions for the current statement cycle and statements within the last 190 days for your checking and statement savings accounts.
- Send us an e-mail message with your questions regarding your account.
- Review and place stop payment requests.
- Import your account information to your personal financial management software using Quicken or CVS formats.

# LIMITATIONS ON TRANSACTIONS

There is a daily limit for all ATM/POS withdrawal transactions.

- . ATM is limited to \$600/day and \$100/day if the system is down for any reason
- POS is limited to \$2500/day and \$500/day is the system is down for any reason
- Red River reserves the right to change dollar amount limits at any time upon prior notification

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

# LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS

Federal regulation limits the number of telephonic transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transfers from your savings account(s) each statement period for purposes of making a payment to a third party or by use of a telephone.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

## **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS TRANSACTION RECEIPTS**

Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. You will receive a receipt at the time you perform any transaction using your ATM/VISA CHECK CARD at a Participating Merchant.

## PERIODIC STATEMENTS

If your account is subject to receiving a monthly statement all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement.

## PREAUTHORIZED DEPOSITS

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call 248.548.2900 to find out whether or not the deposit has been made. Or, if you have enrolled to use the Red River's Home Banking service, you can easily check online anytime.

## **ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES**

- Indicated below are additional types of Electronic Fund Transfers we are capable of handling, some of which may not
  apply to your account.
- You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may reoccur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the internet, or via some other .method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to: \*Electronic check conversions. You may provide your check to the merchant or service provider who will scan the check for the enclosed bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail, or drop box.

• Electronic returned check charge, some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

## OTHER LIMITATIONS

## FEES:

- There is a fee of \$.25 for each inquiry made at an ATM owned by RRFCU
- There is a \$1.00 fee for each deposit, withdrawal, transfer, or inquiry made at ATM's not owned by RRFCU.
- There is a \$10 Card Replacement fee if your card get Lost or Damaged.

## DOCUMENTATION:

Terminal transfer; you can get a receipt at the time you make any transfers to or from your account using one of our ATM or POS terminals.

## FINANCIAL INSTITUTION'S LIABILITY

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

# CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or if you give us written permission.

# UNAUTHORIZED TRANSFERS

Updated 22AUG14

## (a) Consumer liability.

(1) Generally, **Tell us AT ONCE** if you believe your card and/or code has been lost or stolen. 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 you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(2) *Effective November* 1, **1997**, *Additional Limits on Liability for Visa check card, when used for point-of-sale transactions*. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® check card, when used for point-of-sale transactions, if you report the loss or theft of your card within 2 business days of when you discover the loss or theft of the card. If you do NOT tell us within 2 business days, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

## Error Resolution Notice:

In case of Errors or Questions about your Electronic Transfers, Telephone, Write, or email us 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 went the FIRST statement on which the problem or error appeared.

- (1) Tell us you name and account number
- (2) 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.
- (3) 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 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 your 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90days 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.

## CONTACT INFORMATION:

You can contact the Credit Union with any concerns;

Red River FCU PO BOX 638 ALTUS, OK 73522 (580)482-7965 OR Toll Free at (866)345-7965 cu@redriverfcu.com

 Report Lost or Stolen ATM/Visa Check Cards:
 (800)528-2273

 Activation Number:
 866)642-0450

 Change PIN:
 (877)265-9594

For the purposes of these disclosures, our business days are Monday- Friday 8am-4pm. Holidays are not included.

Updated 22AUG14