

## **ELECTRONIC FUNDS TRANSFER AGREEMENT**

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 Credit Union of Ohio, Inc. ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we", "us" and "ours" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds 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.

**ATM Program.** You may use your ATM Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your ATM Card to:

- Make deposits to your savings and checking account.
- There is no charge for deposits
- Withdraw funds from your savings and checking account(s).
- There is a charge of \$2.00 per transaction
- Transfer funds to or from your savings and checking account(s).
- There is a charge of \$2.00 per transaction
- Obtain balance information for your savings or checking account(s).
- There is a charge of \$2.00 per transaction
- Monthly card fee of \$1.00 per account

A fee may be imposed by an automated teller machine operator when the member initiates an electronic fund transfer or makes a balance inquiry, and by any network used to complete the transaction.

Some of these services may not be available at all terminals. The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit to the number of cash withdrawals you may make in any 24-hour period.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- There is a maximum withdrawal amount of \$400 per 24-hour period in \$200.00 increments.

Because of 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 ATM's.

**Check Card (Debit Card) & Advantage Card (Home Equity Line of Credit) Program.** You may use your Check Card or Advantage Card to purchase goods and services any place your Check Card or Advantage Card is honored by participating merchants. Funds to cover your Check Card purchases will be deducted from your checking account. Your Advantage Card purchases will be deducted from your Home Equity Line of Credit. If the balance in your account is not sufficient to pay the transaction amount, we may not pay the amount and may terminate all services under this Agreement, unless you have an approved overdraft protection. You may use your Check Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Check Card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds to or from your savings and checking accounts.
- Obtain balance information for your savings & checking accounts.
- Make POS (Point-of-Sale) transactions with your Check Card and PIN (Personal Identification Number) to purchase goods or services from merchants that accept VISA.
- Order goods or services by mail or telephone from merchants that accept VISA with either your Check Card or Advantage Card.

The following limitations on the frequency and amount of Check Card or Advantage Card program transactions may apply:

- There is no limit to the number of Check Card or Advantage Card purchases you may make per 24-hour period.
- Purchase amounts are limited to the amount in your account or \$5,000 daily, whichever is less.
- There is no limit to the number of cash withdrawals you may make in any 24-hour period.
- There is a maximum withdrawal amount of \$400 per 24-hour period in \$200.00 increments.

You may not place a stop payment on any transaction conducted with your Check Card or Advantage Card.

**AudioConnect.** If we approve AudioConnect, our telephone audio response service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You may access your account by telephone 24 hours a day at 614-487-6655 or 1-800-331-4811 using your PIN, a touch tone phone and your account numbers. At the present time you may use AudioConnect to:

- Transfer funds from checking to your savings or money market account.
- Cross member transfers (with prior authorization from Credit Union)
- Transfer funds from savings to your checking or money market account.
- Make payments from checking, savings or money market to loan accounts with us.

Get information about:

- Account balance of checking, savings, money market, certificate, IRA and Club accounts.
- The last deposit to checking, savings, money market, certificate, IRA and Club accounts
- The last three checks paid from checking or money market accounts.

**2. Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any statement period, you may not make more than six withdrawals or transfers from a share savings account, second savings, student money market account, or regular money market account to another credit union account of yours or to a third party by means of a preauthorized, Internet transfer, automatic transfer, or telephone order or instruction, or by check, draft, debit card, or similar order.

If you exceed the transaction limitations set forth above in any statement period, your account will be subject to closure by the credit union.

**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 deposits of your paycheck or of federal recurring payments, such as Social Security, to your checking, savings or money market account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking, savings or money market account.

**Stop Payment on Preauthorized EFTs.**

- Order Request: A member may place a stop payment on a preauthorized electronic funds transfer by notifying the credit union orally or in writing at least three business days before the scheduled date of the transfer. You understand that the exact information is necessary for the credit union's computer to identify the preauthorized electronic fund transfer. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the preauthorized electronic fund transfer.
- Duration: We may require that you provide written confirmation of a stop payment order within 14 days of an oral notification. An oral stop payment order ceases to be binding after 14 days if you fail to provide the required written confirmation. A written stop payment order is effective for six months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- Liability: Fees for stop payment orders are set forth on the Rate and Fee Schedule. You agree to indemnify and hold the credit union harmless from all cost, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner to stop payment of an item as a result of incorrect information provided by you. **Failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments in 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Written confirmation should be sent to: Credit Union of Ohio, 5500 Britton Parkway, Hilliard, OH 43026

**Electronic/PC EFTs.** Electronic/PC EFTs. Electronic access to your share and loan accounts can be done via the Internet using WebConnect, Credit Union of Ohio's electronic banking service. To access your accounts using WebConnect you must have a PC, Internet access and register for the service. Once registered you will use your account number and password to access your accounts. At the present time you can use WebConnect to:

- Obtain balances and other account details on your share and loan accounts.
- Make transfers between your share accounts, (regular share, checking and Money Market account(s)) and from your share account(s) to pay your consumer loans, overdraft line-of-credit, Home Equity line- of-credit, and Home Equity loans, as allowed. Transfers can be made on demand or scheduled as recurring and performed automatically.
- Make transfers from your share accounts (regular share, checking and Money Market account(s)) to other member share accounts that you are authorized to transfer to, as allowed. Transfers can be made on demand or can be scheduled as recurring and performed automatically.

- Make transfers from your share accounts (regular share, checking and Money Market account(s)) to accounts and loans with other financial institutions.
  - Make transfers from other financial institutions to your share and loan accounts.
  - Review a minimum of 6 months transaction activity on your accounts and loans.
  - Download selected transactions from regular share and checking accounts to personal financial management software, including Quicken®, Quickbooks® and Microsoft Money®.
  - Make payments to third parties through the Bill Payer service. Bill Payer service is provided to Credit Union of Ohio members PM Systems Corp.
  - View/Print online images of your cleared checks through your Credit Union of Ohio checking account.
  - View/Print online images of your Account, Loan, and Visa statements.
  - Place stop payments on checks you have written.
  - Reorder checks.
  - Communicate securely with Credit Union of Ohio staff.
  - Receive real-time updates on your transactions, accounts, or personal schedules using Account Alerts.

There is no limit to the number of inquiries or withdrawal requests you may make in any 24-hour period. Your accounts can be accessed under WebConnect service via personal computer. WebConnect service will be available for your convenience 24-hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will disconnect after 10 minutes of inactivity.

**Bill Payment Program.** We will process bill payment transfer requests only to those creditors as designated in the User instructions and such creditors as you authorize and for whom has the proper vendor code number. We will not process any bill payment transfer if the required transfer information is incomplete. For electronic payments we will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. For check payments a check will be prepared and mailed in the amount of the designated funds on the date you schedule for payment. Check payments will be debited from your account when presented for payment by the payee. You must allow for sufficient time for vendors to process your payment after they receive the payment from us. Please leave as much time as though you are sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the payee.

**3. Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be a one-time occurrence or may recur as directed by you. They may be made using the Automated Clearinghouse (ACH) or other payment networks. 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 credit union account number and information. This information can be found on your checks as well as on a deposit or withdrawal slip. You should only provide your information to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples (but not limited to):

- Electronic check or draft conversion. After you present your check to a merchant, they will scan the check for the encoded credit union information. They will then use this information to convert the transaction to an electronic fund transfer.
- Electronic return-check charge. Some merchants will initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds

#### 4. Conditions of EFT Services.

**Ownership of Cards.** Any ATM, Check Card or Advantage Card we supply to you is the property of Credit Union of Ohio, Inc. and may be revoked or cancelled without notice. You agree to surrender any ATM, Check Card or Advantage Card upon demand. You cannot transfer your ATM, Check Card or Advantage Card or account to another person.

**Security of Access Code.** You may use one or more access codes with your electronic funds transfers. 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 your Card. You are responsible for the safe keeping of 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 funds 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.

**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 savings, checking 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 account 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.

**5. Fees and Charges.** There are certain charges for electronic fund transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

#### ATM Program Fees.

- Replacement card fee of \$5 per card.
- Please refer to the ATM section for specific ATM usage fees.

#### Debit Card Program Fees. (Check Card and Advantage Card)

- Replacement card fee of \$5 per card.
- When using the Check Card or Advantage Card in an ATM machine please refer to the ATM section for specific ATM usage fees.
- If there are insufficient funds in your checking account when a Check Card charge is received an NSF fee of \$34 will be charged to your checking account.
- If an Advantage Card charge is received by the Credit Union and the charge places you over your Home Equity Line of Credit limit your account will be charged a \$25 over limit fee.

#### AudioConnect

- There are no fees involved with this program.

#### Preauthorized EFT Payments.

- We do not charge for direct deposits to any type of account.
- We will charge you \$34 for each ACH Returned Item.
- We will charge you \$34 for each stop payment order you place.

#### WebConnect (Electronic/PC EFTs).

- There are no fees involved with this program.

#### Bill Payment Program.

- There are no fees involved with this program.

**6. Member Liability.** Tell us at once if you believe your ATM, Check Card or Advantage Card has been lost or stolen. Telephoning us is the best way of keeping your possible losses down.

Your liability for unauthorized Check Card (debit card) or Advantage Card (debit card) transactions is zero, provided you were not fraudulent in handling your Check Card or Advantage Card. This liability does not apply to ATM transactions or to transactions using your PIN (Personal Identification Number) which are not processed by VISA. You could lose all the money in your savings or checking account, plus your maximum overdraft protection line or VISA credit line, if you have one or both. If you notify us of your lost or stolen ATM card within two (2) business days, you can lose no more than \$50 if someone used your ATM card and/or code without your permission.

If you do not notify us within two (2) business days after you learn of the loss or theft of your ATM card and/or PIN, and we can prove we could have prevented someone from using your ATM card without your permission, if you had informed 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 sixty (60) days after the statement was mailed you may not get back any money lost after the sixty (60) days, if we can prove that we could have prevented someone from making the transfers if you had informed us in time. If a good reason (such as a hospital stay) kept you from informing us, we will extend the time periods. If you believe your ATM, Check Card or Advantage Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

#### 7. Right to Receive Documentation.

**Periodic Payments.** Transfers and withdrawals made through ATM's, Debit Card transactions, POS (Point-of-Sale) purchases, AudioConnect (Audio Response Access Transactions), preauthorized EFT's, WebConnect (electronic/PC) transactions, or bill payments you make 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.

**Terminal Receipt.** You may receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant for transactions in excess of \$15.00.

**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 614-487-6650 or 1-800-443-5698. This does not apply to transactions occurring outside of the United States.

**Notice of Transfers Varying in Amounts.** When a preauthorized electronic fund transfer from the consumer's account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee or the financial institution shall send the consumer written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer.

**8. 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 or court orders;
- If you give us your written permission.

**9. Business Days.** Our business days are Monday through Saturday, excluding holidays.

**10. 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 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 you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- If the money in your account is subject to legal process or other claim.
- 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 funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by . For any 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 Credit Union of Ohio.

**11. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be at (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one-percent. Purchases and cash advances made in foreign countries and billed in US Dollars will be subject to an International Service Assessment Fee of 1.00% for single-currency international transactions.

**12. Illegal Use of Card.** You agree not to use your card(s) for illegal gambling (including internet gambling) or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers from your savings or checking, telephone us at the following number and send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

**CALL : (614)487-6650 or (800)443-5698**

**Or write to:**

**Credit Union of Ohio, Inc.  
5500 Britton Parkway  
Hilliard, Ohio 43026**

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 you to send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a Point-of-Sale transaction or a foreign-initiated transfer) 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 or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) for the amount you think is in error, so that you 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. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**LOST OR STOLEN CARDS REPORTING  
(800) 443-5698  
for the Check Card or Advantage Card.**



**CREDIT UNION OF  
OHIO**



Your savings are federally insured by the NCUA at least \$250,000 and are backed by the full faith and credit of the US Government.