



360 Federal Credit Union®

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(860) 627-4200 (860) 544-4728 Fax: (860) 627-4224
www.360fcu.org

Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by 360 Federal Credit Union (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 our mean the credit union. The word account means any one or more savings and checking accounts you have with the credit union. The word network refers to any one or more of Visa® and other participating networks. The word day refers to a consecutive twenty-four (24) hour time period. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT 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. **ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the credit union and designated networks. If card is not used in twelve consecutive months, on the thirteenth month, an applicable fee will occur.* If the card is not used in eighteen consecutive months, the card will be closed.

At the present time, you may use your card to:

- Make deposits and withdraw funds to your savings accounts at credit union or participating network ATMs.*
- Obtain balance information for your savings accounts.*

The following limitations on the frequency and amount of ATM transactions may apply:

- You may make 12 cash withdrawals in any one day.
- You may withdraw up to a maximum of \$500 in any 24 hour period, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.

Due to the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

- b. **Visa® Debit Card.** If approved, you may use your card and PIN in ATMs of the credit union and designated networks. You may use your card without a PIN for certain transactions on the designated networks. You may use your card to purchase goods and services from participating merchants. You may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

Provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa Network. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa Network. Refer to the Member Liability section of this Agreement for terms and conditions.

Funds to cover your card purchases will be deducted from your checking account. If card is not used in twelve consecutive months, on the thirteenth month an applicable fee will occur.* If the card is not used in eighteen consecutive months, the card will be closed.

For one-time debit transactions, you must consent to the Credit Union's overdraft privilege program with extended coverage. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these transactions. For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established. 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 that you may incur.* 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:

- Make deposits to your savings and checking accounts at credit union or participating network ATMs.*
- Withdraw funds from your savings and checking accounts at credit union or participating network ATMs.*

- Transfer funds from your savings and checking accounts.
- Obtain balance information from your savings and checking accounts.*
- Make POS transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Make POS Direct Debit Bill Payments using your card at participating network vendors.
- Make POS account to account money transactions at participating network ATMs.
- Order goods or services by mail or telephone from merchants that accept Visa.

The following limitations on the frequency and amount of Visa Debit Card transactions may apply:

- You may make twenty-five (25) Visa Debit Card purchases (non-PIN transactions**) per day
- You may purchase up to a maximum of \$5,000 (non-PIN transactions**) per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$500 in any one day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to a maximum of \$2,500 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- There may be a delay between the time an ATM deposit (either cash or check) is made and when it will be available for withdrawal. There may also be a delay for any other deposits and/or transactions due to system servicing and processing.

- c. **Call24.** If approved you will select a separate PIN for access. You must use your PIN along with your account number to access your accounts. Your accounts can be accessed through Call24 via a touch-tone telephone only. Call24 service will be available twenty-four (24) hours per day but duration of each call may be limited. This service may be interrupted for a short time each day for data processing. The service will discontinue if no transaction is entered or there are numerous unsuccessful attempts.

All checks are payable to you as a primary member and will be mailed to your address of record. The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, and lower an account below a required balance.

There is no limit to the number of inquiries, or withdrawal requests you may make in any one day but limits to the amount of a transaction may apply.

At the present time, you may use Call24 to:

- Obtain balance information for your savings, checking accounts, loans, certificates, IRA's, and credit cards.
- Withdraw funds from your savings and checking accounts.*
- Transfer funds from your savings and checking accounts.
- Make loan and credit card payments from your savings and checking accounts.
- Access your Line of Credit Account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

d. **Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your checking account.
- **Stop Payment Rights.*** You may place a stop payment for 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 order shall cease to be binding fourteen (14) days after it has been made. A stop payment request will apply to all subsequent transfers, unless you withdraw the request. We are not responsible for any stop payment under any circumstances if you fail to describe the payment exactly.
- **Notice of Varying Amounts.** If regular payments vary in amount, the payee is required to inform you of the amount and when it is due, ten (10) days before each payment. You may choose to be notified when the payment amount would differ more than the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (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.

- e. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these EFTs if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

- f. **Web24- Online Banking.** If approved for Web24, you must agree to our Online Banking Agreement upon enrollment. You may access your accounts from a compatible device with internet access. You will use your assigned password, account number or user name to access your accounts. Web24 will be available twenty-four (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, or lower an account below a required balance. Security protocols will be in place (i.e. electronic lock-out), if there are numerous unsuccessful attempts to access Web24, and limits on the duration of access.

At the present time, you may use Web24 to:

- Transfer funds from your savings, checking accounts, HELOC*** or Line of Credit***.
- Obtain balance information from your savings, checking accounts, loans, certificates, IRA's, and credit cards.
- Make loan payments from your savings, checking accounts.
- Determine if a particular item has cleared.
- View checks that cleared.
- Download selected transactions to personal financial management software.
- View checks that cleared.
- Request statement and tax copies.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized merchants or individuals.
- Transfer to other credit union accounts as an authorized depositor.
- Review transaction history.
- Request a stop payment.
- Set alerts for notifications based on account limit and transaction preferences.
- Reorder checks.
- Request a wire transfer.
- Create budgets, set goals and analyze spending using the Personal Financial Management Tool.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.

The following limitations on the frequency and amount of Web24 transfers may apply, we reserve the right to change the limitations and frequency at any time:

- There is no limit to the number transfers you may make in any one day.
- You may transfer up to a maximum of \$10,000 at a time, if there are sufficient funds in your account.
- You may transfer up to a maximum of \$30,000 per day.

- g. **Web24- Mobile Banking Application.** To use Web24 Mobile Banking (Mobile Banking) Application (App), you must be enrolled in Web24 Online Banking, have previously logged in and agreed to the online banking agreement. You must download and install a third-party software application on your device. You will use your password, account number or user name to access your accounts. If eligible, you may use Mobile Banking to deposit checks through the Remote Deposit Capture service. We reserve the right to limit the types, number of accounts eligible and modify the service at any time. You must agree to the Mobile Terms and Conditions when you enroll in Mobile Banking. You must comply with other instructions and agreements provided when you log onto Mobile Banking.

You agree to accept responsibility for making sure you understand how to use Mobile Banking and that you will contact us directly if you have any problems. You will also accept responsibility for making sure that you know how to properly use your device, and Credit Union will not be liable to you for any losses caused by your failure to properly use the service or your device. We will also not be liable, and you agree to indemnify us for any claims, damages or liabilities if you misuse or misappropriate the Mobile Banking service in any manner, commit any illegal or fraudulent act or to violate the rights of any third-party. Mobile Banking may not be accessible or may have limited utility over some network carriers. The service may not be compatible for all devices or phone service providers. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier (i.e. data outages) issues.

Mobile banking will be available twenty-four (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, or lower an account below a required balance. Security protocols will be in place (i.e. electronic lock-out), if there are numerous unsuccessful attempts to access Mobile Banking, and limits on the duration of access.

- h. **Bill Pay.** If you sign up for Bill Pay, our bill payment service, you must have a personal checking account, your bill payment account. You may authorize new payments or edit previously authorized payments on a periodic (i.e. nonrecurring payments on merchant charge accounts that vary in amount) or automatic (i.e. recurring fixed monthly mortgage payments) basis. You will need to provide us the name and address of the payee, your account number with the payee and any other information we require to properly debit your account with us and credit your account with the payee. You can only pay payees with addresses within the United States. We reserve the right to refuse to make payments to certain persons, appear to be fraudulent or erroneous. If the designated payment day falls on a weekend or holiday, it will be paid on the next business day.

When you transmit a bill payment instruction you authorize us to transfer funds to make the bill payment from the checking account you designate. We will process the bill payment only to those payees you authorize and have the proper identification. We will not process any bill payment if the required transaction information is incomplete. We reserve the right to process your bill payment as a corporate check, draft check, or automated clearing house (ACH) transaction and this may change at any point in time. There is no limit on the number of bill payments per day.

If there are insufficient funds in your account, we may refuse to make the payment, make the payment and transfer funds from any overdraft protection account you have established, or make payment and overdraw your account.*

It is your responsibility to schedule your bill payments in a manner that your obligations will be paid on time. You must allow sufficient time for the merchant to receive and process your payments, we cannot guarantee the time that the merchant will credit any payment in your account. You may cancel, edit (date, or payment amount), or request a stop payment* for bill payments under certain circumstances. Your cancellation or edit request must be entered at least three (3) business days before the date the payment is scheduled to be processed. If we don't receive your instruction to edit or cancel a payment instruction before that time, we may process the transaction. See Stop Payment Rights that apply to these payments.

* **NOTE:** View our Fee Schedule for current fees.

** **NOTE:** A non-pin transaction is a transaction that requires your signature for a purchase or for terminals where no signature or PIN is required

*** **NOTE:** HELOC transfers must be initiated for \$250 or more. Line of Credit transfers must be made in \$100 increments

2. 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 or any other device we supply to 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 advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1%. The exchange 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 EFT's. 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 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.
- 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 savings and checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, 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.

3. **FEES AND CHARGES —** Certain fees and charges for EFT services may apply. View our Fee Schedule for our current fees that was provided to you at the time you applied for or requested these electronic services. These fees may change and you will be notified of changes as required by applicable law.

If you use an ATM 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 (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

4. **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.

TELL US AT ONCE if you believe your card has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an EFT has been made without your permission using information from your check. 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 was made with your card or card number without your permission, If a transaction was made with your card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were negligent or have engaged in fraud in the handling of your account or card.

For all other EFT transactions, including ATM transactions or if you were negligent or have engaged in fraud, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 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.

TELL US AT ONCE, if your statement shows transfers that you did not make including those made by card, code or other means. 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 (i.e. a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen, someone has transferred or may transfer money from your account without your permission, a transfer has been made using the information from your check without your permission, fax to (860) 627-4224 or call:

(800) 472-3272 for Visa Debit Card lost/stolen
(860) 627-4200 for all others
(800) 544-4728 for all others

or write to: 360 Federal Credit Union
191 Ella Grasso Turnpike/P.O. Box 273
Windsor Locks, CT 06096

5. RIGHT TO RECEIVE DOCUMENTATION —

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card, audio response, online, mobile, preauthorized EFTs 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.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- 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 (860) 627-4200 or (800) 544-4728. This does not apply to transactions occurring outside the United States.

6. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or transfers:

- 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;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

7. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

8. 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:

- 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 pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit. If the funds in your account are pledged as collateral or frozen because of a delinquent loan. If the money in your account is subject to legal process or other claim.
- 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 error was caused by a system of any participating ATM Network.
- 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 the telephone or computer equipment you use to conduct audio response or online transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the 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.

9. NOTICES — All notices from us will be effective when we have mailed 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 conditions upon which this service is offered. We will mail notice to you at least thirty (30) days 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.

10. BILLING ERRORS — In case of errors or questions about EFT's from your accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or 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. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

Call us at: (860) 627-4200 or write to: 360 Federal Credit Union
(800) 544-4728 191 Ella Grasso Turnpike/P.O. Box 273
(860) 627-4224 Fax Windsor Locks, CT 06096

- 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.

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (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 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. We will tell you the results within three (3) business days of 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 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 to investigate the error.

** 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 POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa 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 or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

- 11. 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 any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has 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 electronic transactions made prior to termination.
- 12. 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 Connecticut, 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.
- 13. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a 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 costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.