

# ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Funds Transfers Initiated By Third Parties.** 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 recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union 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:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft (checking) or share (savings) account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft (checking) or share (savings) account(s).
- ◆ **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- ◆ **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Member Automated Telephone Teller (M.A.T.T.) Transfers - types of transfers -** You may access your account by telephone 24 hours a day at 409.962.8793 or 1.800.825.8829, option #1 using your personal identification number and account numbers, to:

- ◆ transfer funds from share draft to share draft
- ◆ transfer funds from share draft to share savings
- ◆ transfer funds from share savings to share draft
- ◆ transfer funds from share savings to share savings
- ◆ make payments from share draft to loan accounts with us
- ◆ make payments from share savings to loan accounts with us
- ◆ access your Line of Credit Account
- ◆ get information about:
  - the account balance of share draft accounts
  - the account balance of share savings accounts
  - the account balances of loans

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations -** You may access your account(s) by ATM using your Discover Debit Card and personal identification number or Visa Debit Card and personal identification number, to:

- ◆ get cash withdrawals from share draft account(s) or share savings account(s) with a debit card
  - you may withdraw no more than \$500.00 per day
- ◆ transfer funds from share savings to share draft account(s) with a debit card
- ◆ transfer funds from share draft to share savings account(s) with a debit card
- ◆ access your Line of Credit Account
- ◆ get information about:
  - the account balance of your share draft account(s)
    - ◆ with a debit card
  - the account balance of your share savings accounts
    - ◆ with a debit card

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Discover Debit Card and Visa Debit Card Point-of-Sale Transactions -** You may access your share draft (checking) account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - frequency and dollar limitations -** Using your card:

- ◆ you may make no more than 30 transactions per day
- ◆ you may not exceed \$5,000.00 in transactions per day

**Overdrafts -** You agree that you will not use your card or any PIN to withdraw or transfer funds from your account in amounts exceeding the Available Balance in your account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there is an insufficient Available Balance in your account. Refer to the Overdrafts section of the Membership Agreement and Disclosures to learn about the Available Balance of your account. If your account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion. At our option, we may choose to post all card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that your use of the card or any PIN shall be subject to the Overdrafts section of the Membership Agreement and Disclosures and, if applicable, our Discretionary Courtesy Pay Policy.

**Debit Card Pre-authorization Holds.** When you use your Discover or Visa Debit Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a pre-authorization hold on your account to cover the transaction. The pre-authorization amount may be greater than the actual purchase amount. We will place a hold on your account for the amount of any pre-authorization request. This hold may remain on your account for up to five business days, even after the transaction has been paid. Pre-authorization holds may affect the availability of funds in your account to pay for checks, debit card, and other payment transactions on your account. You agree that we may place merchant pre-authorization holds on your account in order to facilitate your transactions, and you are responsible for any costs or fees you may incur for dishonor of items or otherwise because of such holds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

**Home Banking Transfers - types of transfers -** You may access your account(s) by computer through the internet by logging onto our website at [www.5pointcu.org](http://www.5pointcu.org) and using your user name and password, to:

- ◆ transfer funds from share draft to share draft
- ◆ transfer funds from share draft to share savings
- ◆ transfer funds from share savings to share draft
- ◆ transfer funds from share savings to share savings
- ◆ make payments from share draft to loan account(s) with us
- ◆ make payments from share draft to third parties with Bill Payer
- ◆ make payments from share draft to third parties through Popmoney
- ◆ make payments from share savings to third parties through Popmoney
- ◆ make payments from share savings to loan account(s) with us
- ◆ access your Line of Credit Account
- ◆ get information about:
  - the account balance of share draft account(s)
  - the account balance of share savings account(s)
  - account balances of loans

**Mobile Banking Transfers - types of transfers -** You may access your account(s) through the browser on your cell or mobile phone at [mobile.5pointcu.org](http://mobile.5pointcu.org) or through the FivePoint app and using your user name and password, to:

- ◆ transfer funds from share draft to share draft
- ◆ transfer funds from share draft to share savings
- ◆ transfer funds from share savings to share draft
- ◆ transfer funds from share savings to share savings
- ◆ make payments from share draft to loan account(s) with us
- ◆ make payments from share draft to third parties with Bill Payer
- ◆ make payments from share draft to third parties through Popmoney
- ◆ make payments from share savings to third parties through Popmoney
- ◆ make payments from share savings to loan account(s) with us
- ◆ access your Line of Credit Account
- ◆ get information about:
  - the account balance of share draft account(s)
  - the account balance of share savings account(s)
  - account balances of loans

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

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

During any month, you may not make more than six withdrawals or transfers from money market account(s) to another credit union account of yours or to a third party by means of a preauthorized or automatic or computer transfer or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

During any month, you may not make more than six withdrawals or transfers from share savings and IRA account(s) to another credit union account of yours or to a third party by means of a preauthorized or automatic or computer transfer or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

- ◆ For security reasons, there are other limits on the number of transfers you can make by ATM.

## FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 409.962.8793 or 800.825.8829 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**

You will get a monthly account statement from us for your share draft (checking) accounts.

You will get a monthly account statement from us for your share (savings) accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

## 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
- (4) if you give us written permission.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

◆ **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 after you learn of the loss or theft of your card and/or code, 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

◆ **Additional Limits on Liability for Discover Debit Card, when used for point-of-sale transactions.** You will not be liable for any unauthorized transactions using your Discover Debit Card, when used for point-of-sale transactions, if you have handled your Discover Debit Card responsibly and have not benefited from its unauthorized use. If unauthorized use occurs, report it to us immediately.

◆ **Additional Limit on Liability for Visa Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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 (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

FivePoint Credit Union

P.O. Box 1366

Nederland, TX 77627

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 409.962.8793 or 800.825.8829

MORE DETAILED INFORMATION IS AVAILABLE

ON REQUEST

## NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you - and never provide the merchant with the PIN to your ATM card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against

your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.

7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.