

ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE

I. EFT Transactions are:

- A. Transactions through an Automated Teller Machine (hereafter referred to as an ATM)
- B. Preauthorized debit and/or credit transactions through an Automated Clearing House Association (hereafter referred to as ACH)
- C. Transactions involving the transfer of funds from one account to another account which are
 - 1. Initiated by telephone request from a member to the Credit Union, and
 - 2. In which at least one of the accounts involved is not owned (either individually or jointly) by the member requesting the transfer.
- D. Debit card transactions occurring at merchant locations.

II. Transfer Types and Limitations

A. ATM Program

When the Credit Union issues an ATM card, we will also provide you with your own Personal Identification Number (PIN). Each time you use an ATM you must enter your PIN after inserting your card. To ensure that no unauthorized charges are made to your account(s) you should take all reasonable precautions to prevent any other person from learning your PIN or using your card. NEVER KEEP ANY MATERIAL CONTAINING YOUR PIN ATTACHED TO OR NEAR YOUR CARD.

Account Access: You may use your card to:

- 1. Withdraw cash from your share draft or savings account(s)
- 2. Make deposits to your share draft or savings accounts.
- 3. Transfer funds between your share draft and savings accounts whenever you request.
- 4. Pay for purchases at places that have agreed to accept the card.
- 5. Receive a cash advance on your VISA line of credit.

Some of these services may not be available at all terminals or be offered by the Credit Union at this time.

Limitations on Frequency of Transfers: For security reasons, there are limits on the number of transactions you can make using an ATM.

B. ACH Program and Telephone Transfers

You may authorize debits (withdrawals) from or credits (deposits) to your share draft or share account(s) at Fidelis Catholic Credit Union. You may also transfer funds from your account(s) by telephoning us. However, you are limited to no more than three(3) preauthorized debits or telephone transfers from your share account per calendar month.

III. Fees

There may be an Annual fee for each VISA Check Card and some VISA Credit Card accounts issued in the Credit Union EFT Program.

There may be a fee for each ACH transaction the Credit Union originates on your behalf.

There is a service charge for each ATM withdrawal that exceeds seven (7) per statement cycle.

There is a service charge for ACH stop payments and return items.

IV. Documentation of Transfers

A. Terminal Transfers

You can receive a receipt at the time you make any transfer to or from your account using an ATM or Point-of-Sale terminal.

B. 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 our voice line at 303.424.5037 or our audio response system (Touch Tone Teller) at 303.424.5037 option 3 to find out whether or not the deposit has been made.

C. Periodic Statements

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

V. **Your Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe your card 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 uses your card 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 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.

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 kept you from telling us, we will extend the time periods.

VI. **Right to Stop Payment and Procedure for Doing So**

A. **Stop payments apply only to preauthorized debits/credits through the ACH program**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at: 303.424.5037

Or write us at: Fidelis Catholic Credit Union, P.O. Box 547, Arvada, CO 80001

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. We will charge you a fee for each stop payment order you give.

B. **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.

C. **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. 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 the transfer would go over the credit limit on your overdraft line.
3. If the Automated Teller Machine where you are making the transfer does not have enough cash.
4. If the 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.

VII. **Business Days**

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

VIII. **Confidentiality**

We will not 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 your written permission

IX. **Contact in Event of Unauthorized Transfer**

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

Call us at: 303.424.5037

Or write us at: Fidelis Catholic Credit Union, P.O. Box 547, Arvada, CO 80001

IF YOU DISCOVER YOUR CARD HAS BEEN LOST OR STOLEN AFTER BUSINESS HOURS, PLEASE CALL:

For the VISA Classic Credit Cards (blue card): 1.800.237.6211

For the VISA Gold Credit Cards (gold card): 1.800.237.8211

For the VISA Check Cards (burgundy card): 1.800.854.6219

For the ATM Access Cards (ivory card): 1.800.854.6219

X. In Case of Errors or Questions About Your Electronic Transfers

Call us at: 303.424.5037

Or write us at: Fidelis Catholic Credit Union, P.O. Box 547, Arvada, CO 80001

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
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. The above-stated time periods are extended in the following situations:

- A. If an error or question about your electronic transfer occurs within 30 days after the first deposit to the account is made; we will determine whether an error occurred within 20 business days after we hear from you and will correct any error promptly.
- B. If an error or question about your electronic transfer involves an electronic funds transfer that:
 1. was not initiated within a state;
 2. resulted from a Point of Sale debit card transaction; or
 3. occurred within 30 days after the first deposit to the account was made.

XI. Termination

We may add, remove, extend, or limit the covered services provided without notifying you beforehand. In addition, we may discontinue any covered program, or your right to participate in any covered program at any time, but if we do so, we will give you written notice of such revocation within 30 days after it occurs. You may terminate your participation in any covered program, but you must do so by writing to us at the address we have given you in this disclosure.

Your participation in any covered program shall be terminated no later than one (1) business day after we receive your written notification. Your right to participate in the ATM or Point-of-Sale program may be canceled if your card account is terminated for any reason. Your right to participate in the ACH program will immediately be canceled if you cancel the authorization you have given to Fidelis Catholic Credit Union to directly debit or credit your account or if the account you authorize us to debit or credit is closed.

XII. Card Ownership

The card is and remains our property and we can revoke your right to use it at any time. We can do this with or without cause and without giving you notice. If we have revoked the card, we will list revoked card account numbers in our data processing system and otherwise inform firms honoring this card that the card issued to you has been revoked or canceled. If we revoke the card, you must return it to us, if we request. Also, if a firm that accepts the card asks you to surrender an expired or revoked card, you must do so. You must not use the card after it has expired or after it has been revoked.

XIII. Change in Terms

We may change this Agreement, but we will notify you of such changes. Unless you terminate your participation in any covered program by writing us at the address given in this disclosure within 21 days after the date of our notice to you, you agree to abide by this Agreement as changed.