

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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 Fund 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. Please contact us for the correct account number and credit union information to provide to the authorized third party. If you do not contact us for this information, we are not responsible for any transfers initiated by the third party containing incorrect information. Even if you do contact us for this information, if the third party does not use the correct information when initiating the transfer, we are not responsible for any transfers containing incorrect information. If you purchase your checks from vendors that are not approved by us, we are not responsible for any transfers using incorrect information from such checks. Any transfers initiated by a third party containing an incorrect account number or other inaccurate information will not be processed. We will not attempt to correct any errors caused by such incorrect information, even if we have attempted to correct such errors in the past. It is your responsibility, and not ours, to verify that the information provided to a third party is correct. It is also your responsibility, and not ours, to verify that the third party uses the correct information when initiating the transfer. We will have no liability for any transfer initiated by a third party containing incorrect information. You jointly and severally agree to indemnify us, defend us, and hold us harmless from and against any losses, claims, demands, damages, penalties, fines, judgments, awards, expenses, amounts paid in settlement, liabilities or actions, whether joint or several, of any kind, threatened or actual, relating to, in connection with, or arising out of any transfers initiated by a third party containing incorrect information, or any activities performed or services furnished by us in connection with or related to such transfers. You should only provide your credit union and account information 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 the **Limitations on frequency of transfers** section in your Electronic Fund Transfers disclosure regarding limitations that apply to savings accounts.

**Bank By Phone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 315-693-2001 using your personal identification number and member number, to:

- ◆ transfer funds from share draft/checking to share draft/checking
- ◆ transfer funds from share draft/checking to share savings
- ◆ transfer funds from share savings to share draft/checking
- ◆ transfer funds from share savings to share savings
- ◆ transfer funds from line of credit to share draft/checking or share savings
- ◆ make payments from share draft/checking or share savings to loan accounts with us
- ◆ get information about:
  - the account balance of share draft/checking or share savings accounts
  - transaction history and loan history

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

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

- ◆ make deposits to share draft/checking account(s) with an ATM or Debit card
- ◆ get cash withdrawals from share draft/checking or share savings account(s) with an ATM or Debit card
  - you may withdraw no more than \$400.00 per calendar day
  - there is a charge of \$1.00 per withdrawal at ATMs we do not own or operate
- ◆ transfer funds from share savings to share draft/checking account(s) with an ATM or Debit card
- ◆ transfer funds from share draft/checking to share savings account(s) with an ATM or Debit card
- ◆ transfer funds from share savings to share savings with an ATM or Debit card
- ◆ get information about:
  - the account balance of your share draft/checking or share savings account(s)
    - ◆ with an ATM card
    - ◆ 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 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.

- ◆ We charge a \$.25 fee Debit Transaction Fee for each transaction.

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

- ◆ you may not exceed \$2,000.00 in transactions per calendar day

**Types of ATM Card Point-of-Sale Transactions** - You may access your share draft/checking or share savings account(s) to purchase goods (in person), pay for services (in person), and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations and charges** -

Using your card:

- ◆ you may not exceed \$2,000.00 in transactions per calendar day
- ◆ the charge to use your card is \$.25 per Debit Based Transaction

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

**Currency Conversion and International Transactions.**

**(a) For point-of-sale (merchant) transactions using Visa network and ATM transactions using VISA network.** When you use your Visa®-branded Debit Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions if there is no currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we will charge you a .8% international transaction fee on all international transactions if there is no currency conversion. If there is a currency conversion, we will charge you an

international transaction fee of 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.

**(b) For ATM transactions using CIRRUS network.** When you use your Visa®-branded Debit Card for this type of transaction and it settles in a currency other than US Dollars, Mastercard®/Cirrus will convert the charge into a US Dollar amount. The Mastercard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard/Cirrus. The exchange rate Mastercard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**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.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: NYCE and Co-op Networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa®-branded Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that net work, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\* Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Access Online Transfers - types of transfers and dollar limitations** - You may access your account(s) by computer through the internet by logging onto our website at [www.accessfcu.org](http://www.accessfcu.org) and using your personal identification number and member number, to:

- ◆ transfer funds from share draft/checking to share draft/checking
- ◆ transfer funds from share savings to share draft/checking
- ◆ transfer funds from share savings to share savings
- ◆ transfer funds from line of credit to share draft/checking or share savings
- ◆ transfer funds from share draft/checking to an account at another financial institution
  - limitations apply; contact us for more information
- ◆ make payments from share draft/checking or share savings to loan account(s) with us
- ◆ make payments from share draft/checking to third parties (Access-A-Bill)
  - you may transfer no more than \$9,999.99 per calendar day
- ◆ get information about:
  - the account balance of share draft/checking or share savings account(s)

**Access Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone at [www.accessfcu.org](http://www.accessfcu.org) and by downloading our mobile banking apps and using your user identification and password, to:

- ◆ transfer funds from share draft/checking to share draft/checking
- ◆ transfer funds from share draft/checking to share savings
- ◆ transfer funds from share savings to share draft/checking
- ◆ transfer funds from share savings to share savings
- ◆ transfer funds from line of credit to share draft/checking or share savings
- ◆ transfer funds from share draft/checking to an account at another financial institution
  - limitations apply; contact us for more information
- ◆ make payments from share draft/checking or share savings to loan account(s) with us
- ◆ make payments from share draft/checking to third parties through our apps
- ◆ get information about:
  - the account balance of share draft/checking or share savings account(s)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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 calendar month, you may not make more than six withdrawals or transfers from share savings/money market savings account(s) to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, 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.

#### 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 any branch 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 and 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.** 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 brochure 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 the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) If the transfer contains an incorrect account number or other inaccurate information.
- (7) There may be other exceptions stated in our agreement.

#### **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) as explained in the separate Privacy Disclosure.

## **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 Limit on Liability for Visa®-branded 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®-branded 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 brochure. You should also call the number or write to the address listed in this brochure 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 brochure, 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®-branded 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®-branded 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.

ACCESS FEDERAL CREDIT UNION  
P.O. BOX 308  
CLINTON, NY 13323  
Business Days: Monday through Friday  
Excluding Federal Holidays

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If you believe your card and PIN have been lost or stolen, or that someone has or may use them to perform a transaction on your account(s) without your permission:

**Monday-Friday 9 a.m. - 5 p.m.**  
**ACCESS Federal Credit Union**  
**Camden Office: 315.245.2148**  
**Clinton Office: 315.557.1000**  
**Oneida Office: 315.366.9840**  
**Rome Office: 315.339.3000**

**All other hours (to block your card immediately)**  
**ACCESS Federal Credit Union**  
**Bank By Phone: 315.693.2001**  
**Debit Card Fraud Hotline: 800.682.6075**

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. 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 save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. 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.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. 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. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. 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. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. 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, pocket your card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
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. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. 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 use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this brochure or the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.



Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency