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## Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Trax Federal Credit Union (Credit Union). In this agreement, the words "you" and "yours" mean those who sign the Application or Account Card as members, 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 share and share draft accounts you have with the Credit Union. Electronic Fund Transfers (EFTs) are payments to or withdrawals from your account which are initiated electronically. These types of transactions are sometimes called "paperless" transactions because they do not use checks or other paper instruments. By signing the Application or Account Card or using your Debit Card, Tel-R-Connect, PC Connect, Bill Pay or by initiating electronic deposits or withdrawals to your account, you agree to the following terms governing your rights and responsibilities, and ours, concerning the electronic funds transfer services, as applicable.

### Account Activity

#### 1. Services.

- a. **ATMs.** You may use your card and PIN at ATMs of the Credit Union, CU24, Pulse, Co-op, PLUS networks, point-of-sale (POS) terminals, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:
  - Make deposits to your share or share draft accounts. Withdraw cash from your share and share draft accounts. Transfer funds between your share and share draft accounts.
  - Obtain balance information for your share and share draft accounts.
  - Pay for purchases from merchants who have agreed to receive the card at POS terminals.
- b. **Debit Card** You may use your Debit Card to purchase goods and services anywhere Visa Debit is accepted. Funds to cover your Debit Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Union will 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 with the Credit Union. 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. In the event of repeated overdrafts, the Credit Union may terminate all services under this agreement.
- c. **Direct Deposit.** Upon instruction of (i) your employer or (ii) the U.S. Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as social security or VA benefits.
- d. **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share or share draft account. For security reasons, there may be other limitations on the number and dollar amounts.

e. **Electronic Check Transactions.** If you authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to: (i) pay for purchases; or (ii) pay bills. With this action, you then authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (electronic check transactions). You are considered to have authorized these electronic funds transfers 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. **Tel-R-Connect.** If we approve Tel-R-Connect for your account(s), a separate four (4) digit PIN will be assigned to you. You must use your PIN along with your account number to access your accounts via telephone.

At the present time you may use the Tel-R-Connect service to:

- Obtain balance, deposit, withdrawal, dividend, loan payoff and due date information on your accounts at the Credit Union.
- Transfer funds among your share and share draft accounts.
- Make loan payments or credit card payments from your share or share draft account to a loan account or credit card account of yours.
- Such other transactions as offered and permitted in the future.

g. **PC Connect.** If we approve online banking, PC Connect for your accounts, you must use your User ID Code along with your Security Code to access your accounts. Your accounts can be accessed under PC Connect via personal computer. PC Connect will be available for your convenience seven (7) days a week, twenty-four (24) hours a day. This service may be interrupted for a short time each day for data processing. The Credit Union will not be responsible for any errors or failures involving connectivity or your computer. At the present time, you may use PC Connect service to:

- Transfer funds between your share, share draft, and loan accounts.
- Review account balances and transaction history for your share, share draft, loan, and credit card accounts.
- Review information on your loan or credit card accounts including payoff amounts, due dates, finance charges, interest rate, balance, and history information.
- Communicate with the Credit Union using the e-mail feature.

h. **EZ-Pay.** Upon approval for PC Connect, you may use bill pay, a component of online banking, to authorize payments from your Credit Union share draft account to payees you have designated.

i. **Account Alerts Service (E-Alerts) and Mobile Banking.** Upon approval for PC Connect, you may use E-Alerts and Mobile Banking. The E-Alerts and Mobile Banking are additional services available through online banking and is governed by the Online Banking (PC Connect/Ez-Pay) Agreement and Disclosure.

2. Service Limitations.

a. ATMs.

(1) **Withdrawals.** There is no limit to the number of cash withdrawals you may make in any one day. You may withdraw up to a maximum of \$600.00 in any one day if there are sufficient funds in your account. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and cannot provide an account balance and /or a lower limit may be in effect.

(2) **Deposits.** You may make deposits at designated ATMs. Because of 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. Deposits are subject to verification by the Credit Union. The deposit will be available the second business day after the date of deposit. On an exception basis, longer holds may apply.

(3) **Deposits at Nonproprietary Automated Teller Machines (ATMs).** Funds from any deposit (cash or checks) made at an Automated Teller Machine (ATM) we do not own or operate will not be available until the fifth business day after the day of your deposit.

b. **Point of Sale.** Purchases at POS terminals can be made as often as you like from a share draft account. You may purchase up to a maximum of \$5,000 per day by either Signature base or POS Transaction. There may be limited occasions when the Credit Union computer is unavailable, and a lower limit may be in effect.

c. **Purchase Limitations.** There is no limit on the number of purchase transactions you may make during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. Because of the servicing schedule there may be a limited occasion when the Credit Union computers are unavailable, and a lower limit may be in effect. The Credit Union will place a hold on the funds in your account for your purchase authorizations. Holds will be for two (2) days from the date of purchase to allow for settlement or will be released when the transaction post to your account, whichever comes first.

d. **Tel-R-Connect.** Your accounts can be accessed under Tel-R-Connect via telephone. Tel-R-Connect service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "Unavailable at this time." No transfer, withdrawal or loan payment may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon

nonsufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each call.

e. **Online Banking.** Online Banking includes a suite of products that can be accessed using a personal computer, web-enabled device or mobile phone. If we approve Online Banking and it is activated for your account(s), you will be required to use your unique credentials (which may include PINs, passwords or other identifiers) along with your account number to access the account(s). Your accounts can be accessed under online banking via personal computer. Online Banking service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. The Credit Union may not immediately receive electronic communications that you send, and the Credit Union will not take action based on electronic requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may contact the Credit Union by telephone. Transactions involving your deposit account are subject to the terms of your Membership and Account Agreement, and transactions involving a line of credit will be subject to your Loan Agreement and Disclosures, as applicable.

f. **Bill Pay (Ez Pay) Online.** You may authorize new payment instructions or edit previously authorized payment instructions. When Ez Pay receives a payment instruction, you authorize Ez Pay to debit your account and remit funds on your behalf so the funds arrive as close as reasonably possible to the scheduled payment date designated by you. Ez Pay or the Credit Union will not be liable for any transaction that contains incorrect information that Ez Pay or the Credit Union was not responsible for entering or knowing. Ez Pay or the Credit Union will not be liable for the following circumstances:

- If your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft.
- The payment processing center is not working properly, and you know or have been advised about the malfunction before you execute the transaction,
- You have not provided Ez Pay with the correct payment account information, or the correct name, address, phone number, or account information for the Biller (person or entity); and/or, Circumstances beyond control

Detailed Terms and Conditions of the Bill Payment Service are located on PC Connect (online Banking) under Ez Pay.

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**g. Foreign Transactions.** A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. Foreign transactions include internet transactions requested in the U.S., but with a merchant who processes the transaction in a foreign country. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. currency. Exchange rates and a foreign transaction fee may be imposed by the Credit Union.

**h. Illegal Use and Internet Gambling.** You agree that all transactions that you initiate by use of your Visa debit card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. The Credit Union has restricted all online gambling transactions with the Visa debit card.

**3. Conditions of EFT Use.** The use of your account and EFT services are subject to the following conditions:

**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. You may not use your card or account for any transaction that is unlawful or illegal. We may decline to authorize any transaction that we believe may be unlawful or illegal.

**c. Non-Visa Debit Transactions.** Non-Visa debit transaction processing is allowed, and all such transactions are not required to be authenticated by a PIN. A non-Visa debit transaction may occur on your debit card. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

- To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments) or swipes the card through a POS terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the POS terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

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d. **Security of Personal Identification Number.** The debit card PIN you select is for your security. The number is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you fail to maintain the security of this number and the Credit Union suffers a loss, we may terminate your debit and account services immediately.

4. **Member Liability.** You are responsible for all transfers you authorize using your EFT services under this agreement. If you permit someone else to use an EFT service, your card or your PIN access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your account; card or PIN access code and accessed your accounts without your permission. Telephoning is the best way of keeping your possible losses down. For debit card purchase transactions, if you notify us of your lost or stolen card within two (2) business days of discovery, you may not be liable for any losses. If you notify us of your lost or stolen card after two (2) business days of your discovery, your maximum liability for losses to your account may be up to \$50. These liability limits will apply, provided you are not grossly negligent or fraudulent in handling your debit card and you provide us with a written statement regarding your unauthorized debit card claim, otherwise the liability limits set forth below may apply for all other EFT transactions. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making transfers if you had told us in time: (i) for unauthorized debit card purchase transactions up to the limits set forth above, and (ii) for all other unauthorized EFT transactions up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period. Tell us at once if you believe your card and/or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check, by immediately calling 813.800.TRAX or 800.769.1424 during business hours, (866) 820-1988 after hours or write to the following address:

Trax CU  
3710 N 50th Street  
Tampa, FL 33619  
Fax: (813) 621-9479

5. **Business Days.** Our business days are Monday through Friday, excluding holidays.

6. **There are certain fees and charges for EFT services.** For a current listing of all applicable fees, see our current Truth-in-Savings Disclosure. From time to time, the charges may be changed. We will notify you of any 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.

**7. Right to Receive Documentation Transfers.**

a. **Periodic Statements.** Transfers and withdrawals transacted through an ATM, POS terminal, your debit card, Tel-R-Connect, or online banking system will be recorded on your periodic statement.

b. **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 813.800.TRAX or (800) 769-1424 or by going online with PC Connect. This does not apply to transactions occurring outside the United States.

c. **Terminal Receipt.** You will get a receipt at the time you make any transaction greater than \$15.00 involving your account using an ATM, POS terminal or your debit card.

8. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders. If you give us your written permission.

9. **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 account 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 you used your card or PIN access code in an incorrect manner. If the card has expired or is damaged and cannot be used.
- 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 money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of delinquent loan. 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, PIN access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- 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.

**10. Pre-authorized Electronic Fund Transfers.**

a. **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of pre-authorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number and address stated above any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may 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.

b. **Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay is required to tell you, ten (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 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.

11. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
12. **In case of errors or questions** about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above 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.
- Tell us your name and account number.
  - Describe the error or transaction you are questioning and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.

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

As with all financial transactions, please exercise discretion when using an 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 depository 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 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. 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. Don't write your PIN where it can be discovered. For example, don't keep a note on your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about EFTs for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of 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. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an 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. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or secure surrounding.
13. 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.
14. 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 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.