

## TTCU Federal Credit Union

9815 E 81 St.

Tulsa, OK 74133

918-749-8828 or 1-800-234-TTCU

[www.ttcu.com](http://www.ttcu.com)

## Electronic Funds Transfer Services Agreement and Disclosure

### 1. Consumer Liability

Telephone TTCU immediately if you believe that your card or cards have been lost or stolen, someone has obtained your personal identification number (PIN) or password without your authorization, or an electronic fund transfer has been made without your permission, including transfers initiated using information from your check. Confirm your call with a letter.

If you do not notify us of the lost or stolen card(s) or unauthorized access to your PIN or password, you could lose all the money in your account plus your maximum overdraft line of credit and Courtesy Pay limit. If you notify us within two business days after you learn of the loss or theft of your card(s) or unauthorized access to your PIN or password, your loss is limited to no more than \$50. For Visa debit cards, the loss limit is \$0 except for negligence or fraud. If you do NOT notify us within the two business days, and we can prove that we could have stopped someone from using your card(s), PIN, or password without your permission if you had notified us earlier, you could lose as much as \$500.

Review your account statements carefully. If your statement shows transactions that you did not make, including transactions made by card or other means, notify TTCU immediately. If you do NOT notify us within 60 days after the statement mailing date, and we can prove that we could have stopped someone from taking the money if you had notified us earlier, you may not get back any money you lost. If a good reason kept you from notifying us, such as a long trip or hospital stay, we will extend the notification time period.

### 2. Notification Procedures

If you believe your card or cards have been lost or stolen or someone has transferred or may transfer money from your account without your permission, including transfers initiated using information from your check, call TTCU at 1-800-234-8828 or 918-749-8828 and write TTCU Federal Credit Union, P.O. Box 477550, Tulsa, OK 74147. After business hours and on weekends and holidays, call 1-800-791-2525.

### 3. Business Days and Hours to Report Problems

For the purpose of this disclosure, TTCU's business hours are Monday through Friday, 9 a.m. to 6 p.m., excluding holidays.

### 4. Documentation

At the time of using one of TTCU's ATMs, you can get a receipt.

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 confirm that the deposit has been made by accessing Online Banking, Mobile Banking, calling our Telephone Banking service, or calling us at 918-749-8828 or 1-800-234-8828.

If you have electronic funds transfers in a particular month, you will get a monthly statement detailing all transactions posted to the account. Otherwise, you will receive a quarterly statement detailing the transactions.

### 5. In Case of Errors or Questions About Your Electronic Transfers

In case of errors or questions about your electronic transfers, statements, or receipts, or if you need more information about a transaction, call or write us at the telephone number or address listed above. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- A. Tell us your name and account number;
- B. 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; and
- C. 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 use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question into writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decided 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.

## **6. Types of Electronic Funds Transfers Available**

### **a. Preauthorized Transfers**

You may arrange for deposits such as payroll, Social Security payments, pension and annuity payments, or other recurring payments to be made to your account electronically. You may arrange with a particular person or company to make direct withdrawals from your Checking or Savings account. You may authorize TTCU to make scheduled recurring or one-time payments out of your Checking or Savings account to an account that you have at another financial institution.

### **b. Terminal Transfers**

For those accounts associated with a card, you may use your card to (1) withdraw cash from your Checking or Savings account; (2) make deposits to your Checking or Savings account; (3) transfer funds between your Checking and Savings account; (4) inquire as to the amount of your available balance; and (5) pay bills directly by telephone from your Checking account in the amounts and on the days you request. Some of these services may not be available at all terminals.

### **c. Telephone Banking**

You may use the Telephone Banking service to transfer funds, make inquiries, and make withdrawals by dialing the Telephone Banking service and entering your account number and PIN. Refer to your Membership and Account Agreement.

### **d. Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your Checking account using information from your check to pay for purchases or bills. The consumer liability limits of \$50 and \$500 noted above do not apply to electronic check conversions.

### **e. Online Banking, Mobile Banking, and Bill Pay**

You may use a personal computer, phone, or tablet to access your accounts and pay bills. You must use your username and password to access your accounts. You may use Online Banking, Mobile Banking, and Bill Pay to transfer funds, make inquiries, make bill payments, and request that a withdrawal by check be mailed to you. Refer to your Online Banking Agreement and Disclosures and the Bill Payment Terms and Conditions.

### **f. Credit Union Service Center**

You may use a Credit Union Service Center to make deposits, withdrawals, transfers, and available balance inquiries. Transactions involving your share accounts will be 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.

### **g. Visa Debit Card**

You may use your Visa debit card to purchase goods and services any place Visa is honored by participating merchants and merchants accepting the card and PIN at point of sale terminals. Some merchant may permit you to initiate debit and bill payment transactions with your card. Some merchants may allow you to obtain cash using your Visa debit card.

## **7. Limitations**

TTCU may refuse to authorize any transaction that we believe may be illegal or unlawful.

### **a. Deposits**

All deposits are accepted on a provisional basis subject to collection through normal banking procedures.

### **b. ATM Withdrawals**

As with any banking transaction, we may limit the amount of the withdrawal to current collected funds. From automated teller machines (ATMs), you may withdraw a maximum of \$510 or your account balance, whichever is less, per day.

### **c. Visa Debit Card Withdrawals**

In addition to the limits on cash withdrawals at terminals, you may use your Visa debit card to purchase up to \$3,500 in goods and services each day, provided the funds are available in your accounts. We will charge against your account all purchases and withdrawals made with your card(s).

The use of your Visa debit card to purchase goods and services will constitute a simultaneous withdrawal and/or demand from your Checking account. If the balance in your account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, including Courtesy Pay, or may terminate all services under this Agreement.

Use of your ATM or Visa debit card may be restricted to certain countries due to security risks.

### **d. Transaction Frequency**

For security reasons, there are limits to the number of transactions you may perform at ATMs and with your Visa debit card(s).

### **e. Stop Payments**

You cannot place a stop payment on any transaction made with your Visa debit card. If you use your Visa debit card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant.

## **8. PIN-less Debit Card Transaction Disclosure**

You may use your Visa debit card to initiate both Visa and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions. Transactions NOT approved by a PIN may be processed through the Pulse network and may not be processed as Visa. The rights and protections applicable only to Visa debit transactions, including consumer liability limits and Visa chargeback and dispute resolution, will not apply to transactions processed through non-Visa networks.

To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe your card through a point of sale terminal and choose to route the transaction over a Visa network. To initiate a non-Visa debit transaction, you may enter a PIN at a POS terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route the transaction as non-Visa.

## **9. Disclosure of Charges**

TTCU will charge you fees in accordance with the information found in the Service Charge Schedule. These fees and charges may be changed at any time, subject to our giving you notice as required by law.

### **a. ATMs**

When you use an ATM not owned by TTCU, the ATM operator may charge you various fees. The fees may include a withdrawal fee for each withdrawal or a fee for any balance inquiries, even if you do not complete a funds transfer, which could be in addition to any withdrawal fee.

### **b. Foreign Transactions; Currency Conversion.**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States, even if the member is located within the United States (which may include internet transactions), will be charged a foreign transaction fee. A fee of up to 1% will be charged on all transactions completed in a foreign currency. A fee of up to 0.8% will be charged on all foreign transactions not involving foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. Dollars. These fees are charged except where excluded.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date. The rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

## **10. Stop Payment of Preauthorized Transactions**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us in time for us to receive your request three or more business days before the scheduled payment date. Contact us by calling at 1-800-234-8828 or 918-749-8828 or writing to P.O. Box 477550 Tulsa, OK 74147. If you call, we will require you to send a written request as well, which we must receive within 14 days after you call.

If these regular payments may vary in amount, the person or company you are going to pay should advise you 10 days in advance when the payment 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.

We will charge you for each stop payment order you give. See the Service Charge Schedule for the fee amount. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

## **11. Disclosure to Third Parties**

We will disclose information to third parties about your account or the transfers you make:

- A. When it is necessary to complete a transaction,
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- C. In order to comply with a government agency or court order, or
- D. If you give us your written permission

## **12. Liability for Failure to Make Transfer**

If we do not complete a transfer to or from your account in 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:

- A. If, through no fault of ours, you do not have enough money in your account to complete the transaction, your account is closed, or the transaction amount would exceed the amount available under overdraft protection;
- B. If you used the wrong PIN or password or you have not followed any applicable computer, internet, or TTCU instructions for making transfer and bill payment transactions;
- C. If your computer fails or malfunctions or if TTCU's Online Banking or Mobile Banking was not properly working and such problem should have been apparent when you attempted such transaction;
- D. If the ATM where you are making the transfer does not have enough cash, does not operate properly, or you use your card improperly;
- E. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction;
- F. If the error was caused by a system beyond our control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us;
- G. If you have not given us complete, correct, and current instructions so we can make a transfer or bill payment;
- H. If the error was caused by any applicable ATM or payment system network;
- I. If the accounts to which you request a transfer or bill payment to be made have been closed or the vendor will not accept such payments;
- J. If you have reported your card(s) as lost or stolen;
- K. If your card or cards are cancelled;
- L. If the funds in your account are unavailable because of garnishment, levy, or other hold requirement imposed upon us by law, government agency, or court orders;
- M. If your account is frozen because of a delinquent loan; or
- N. If there are other exceptions established by TTCU.

An ATM may retain your card(s) in certain circumstances, in which event you may contact us about its replacement.

TTCU may be liable for damages where we failed properly to credit deposits subject to normal policies and procedures of TTCU. However, in no circumstances shall we be liable for any damages where the error or failure is beyond our control (such as fire or flood) and we exercised due care, or where a technical or mechanical malfunction was known to the member. Also, in the case of any error or malfunction which was not intentional on the part of TTCU and resulted in good-faith error, our liability is limited only to actual damages proved. There may be other exceptions stated in our agreement with you.

### **13. Your Responsibilities and Our Rights**

If you withdraw (inadvertently or otherwise) funds from your account in excess of the balance of such account, you immediately become liable to us in the amount of the excess.

The use of a card or other electronic service such as Telephone Banking, Online Banking, Mobile Banking or Bill Pay presents opportunities for fraudulent transactions and for loss both to you and to us. You must use caution to protect the debit card, PIN, and passwords from unauthorized use that might result in such losses. Also, it is in your best interest and ours that we know your current mailing address so that you can promptly receive your statements and examine them to detect improper funds transfers.

TTCU is not, under any circumstances, obligated to reissue a lost or stolen card. We reserve the right to permanently or temporarily revoke your right to use the card and other electronic services and to close your account by sending you a check for the balance if:

- A. We have evidence proving your failure to safeguard your card, PIN, or passwords;
- B. You overdraw your account or exceed your Courtesy Pay limit; or
- C. You fail to notify us of a change of address.

You may cancel your card by cutting it in half and returning the pieces to us at the address set forth in this document. If you close all your accounts with TTCU which are accessible by card, you agree to return the card(s) to us at the address set forth above.

By your application for and use or retention of a card or cards or use of an electronic funds transfer service, you agree to the terms and conditions contained in the Membership and Account Agreement.

### **14. Applicable Law**

The validity, construction, and enforcement of this agreement and all matters arising out of the issuance and use of cards and electronic transfers shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time, and notice of such changes will be given to you as required by law.